

**HERMOSA TOWN BOARD
TUESDAY, DECEMBER 20, 2022
REGULAR MEETING @ 6.00pm**

- 1) **ROLL CALL:**
 - A. BOT Roll Call: Henrichsen, Holsworth, Kramer, Schumack
 - B. Acknowledgement of other Attendees
 - C. Pledge of Allegiance to be led by Holsworth

- 2) **CALL FOR CHANGES:**
 - A. Review of current agenda items
 - B. Motion to accept the agenda as presented/amended

- 3) **CONSENT CALENDAR:**
 - A. Approval of the December 6th, 2022, regular meeting minutes

- 4) **CONFLICT OF INTEREST DECLARATION**

- 5) **CLAIMS:**
 - A. Review payroll and claims
 - B. Motion to approve the claims as presented/amended

- 6) **LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS:**
 - A. Committee report
 - B. Custer County Log
 - C. Abatements
Properties, Dumpster

- 7) **LEGAL:**
 - A.

- 8) **ENGINEER:**
 - A. Water Rehab Project (WRT System)
Pending due to awaiting water test results and Oct/Nov funding
 - B. Hermosa Sidewalk Project
 - C. Sewer Project (Lagoon design & expansion)
 - D. Water/Sewer Facility Plans
Resolution(s) review
DANR Award
Bruels Email
 - E. Black Hills Council of Local Governments
 - F. Town of Hermosa Water and Sewer Extension Project
 - G. Hermosa Hills Drainage
Town accept Marie Street
Town accept Walter Street
 - H. Whitney Street Drainage
SDARWS Report, Pending technician assistance, update on timeline
Camera drainage
Approval to camera at retention pond, pending SDARWS results
 - I. 5th Street repair discussion
 - J. Roy's Drive In Sewer Line
Pending Roy's response
 - K. Facility Plan for Booster, Water Meters
Possibly to add to USDA
 - L. Rural Development
Application pending

- 9) **PLANNING & ZONING:**

- 10) **PUBLIC WORKS**
 - A. Committee Report
 - B. Streets, Street Light Repairs, Water & Sewer Department Updates
Trustee report on town lighting needs
 - C. SDARWS, Daily readings/spreadsheet
 - D. Agreement for performance of services of public works and town maintenance

- 11) **FINANCE OFFICE:**
A. Monthly financials.
B. Department updates
C. Midwest Assistance Program
D. Golden West Technologies Contract
E. ARPA Funds – deposit.
F. Approve June 6, 2023, Election Date
G. Schedule judging Christmas Lighting Contest
H. Notary application
- 12) **OLD BUSINESS:**
A. Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street
Approval to proceed with annexation
Request for Work Session with P&Z, October 25, 2022, 6:00 PM
B. Town Sign, pending
C. Town Office: Deck Staining, pending
D. Library: Deck Staining, pending
- 13) **NEW BUSINESS:**
A. Fencing Estimate
B. Hazard Mitigation
C. 2nd Reading:
a. Ordinance No.2.074A Supplemental 2022 Appropriations Ordinance
D. 2nd Reading:
a. Chapter 52: Garbage and Refuse
b. Chapter 153: Mobile Homes; Parks
E. Deposit increase for the utilities.
F. South Dakota PFAS Cost Recovery Program
- 14) **ITEMS FROM CITIZENS:** No action will be taken (3-minute time limit per speaker)
Meetings of the Board of Trustees are open to the public. The audience may be allowed to comment on specific agenda items during the time allotted on the agenda for those items, according to established procedures of the Board. This is a time for members of the public to express concerns or discuss issues having relevance to the town. Anyone wishing to address the Town Board during this time shall be asked to identify themselves. The number of presentations and time allotted to individuals may be limited by the board president and individuals shall refrain from discussing personalities. The president at his discretion, may recognize patrons at other times during the board meeting. No action will be taken by the board on any issue related without being first placed on a future agenda, by the board, to allow for proper notice.
- 15) **TRUSTEE INPUT:**
- 16) **EXECUTIVE SESSION:**
A. Motion to enter Executive Session allowable by SDCL 1-25-2.1 – Legal/Personnel/Contract
B. Motion to exit out of Executive Session
C. Motions resulting from Executive Session
- 17) **ADJOURN:** Motion by _____; Second by _____ to adjourn the meeting at _____ PM.

3 A.

**HERMOSA TOWN BOARD
TUESDAY, DECEMBER 6, 2022
REGULAR MEETING @ 5.00pm**

ROLL CALL: Holsworth called the meeting to order on Tuesday, December 6th at 5.07 pm with the following members present: Henrichsen, Holsworth, Kramer, Schumack (absent, noted that Schumack will be joining the meeting after 6.00pm). Ferguson, ACES and interested citizens are also present.

CALL FOR CHANGES:

Motion made, seconded to accept the agenda as presented: Vote: all ayes, motion carried.

CONSENT CALENDAR: Motion made, seconded to approve November 17th, 2022, regular meeting minutes as presented; Vote: all ayes, motion carried.

CONFLICT OF INTEREST DECLARATION None

ENGINEER: Water Rehab Project (WRT System)-pending updated pricing and design. Hermosa Sidewalk Project-pending. Sewer Project (Lagoon design & expansion)-updated pricing provided by ACES for the original and the alternative/recommended designs. Motion made, seconded to move forward with the alternative/recommended design and allow ACES to complete the design; Vote: 2 ayes, 1 nay, motion carried. Black Hills Council of Local Governments-motion made, seconded to return the funds for the well project that we have received from DANR, excluding only the Gumbo Lilly project portion; Vote: all ayes, motion carried. Town of Hermosa Water and Sewer Extension Project-pending. Hermosa Hills Drainage-core results received. Motion made, seconded to wave the responsibility of the sidewalks but hold to the standards of 10" gravel, raise the manholes and the MAG water; Vote: all ayes, motion carried. Motion made, seconded for ACES to send a letter to Pulis regarding compliance with the regulations; Vote: all ayes, motion carried. Whitney Street Drainage-pending SDARWS technician assistance and test results. 5th Street repair discussion-pending. Roy's Drive In Sewer Line-pending. Facility Plan for Booster, water meters- pending, waiting on annexation results and up to date costs. Motion made, seconded to submit Town of Hermosa projects: fencing for the main well house and electronic metering, to the Custer county commissioners for available assistance; Vote: all ayes, motion carried. Rural Development application: pending.

CLAIMS: Motion made, seconded to approve the claims as amended; Vote: all ayes. Motion carried. A&B Business Solutions: Monthly Charge \$543.46; ACES Meetings: Lagoon expansion project \$36,138.85; Metering and Technology: Water meters \$1,827.00; Dakota Supply Group 1.Saddle 2.Street lights 3.Supplies for pump house \$2,198.36; DANR Land application violation penalty \$1,000.00; Ferguson Construction Monthly agreement \$2,446.34; Hawkins Chemicals \$441.04; Johnson Law Firm BOT meeting, review/respond to e-mails \$374.00; Lingo Monthly service \$65.17; Golden West Technologies IT Support \$87.50; Jan Westergard Customer deposit refund: 140 Main St. \$113.03; Bridget Shorb Customer deposit refund: 111 N 2nd St. \$59.15; Cable Communications Bulk water – overpayment \$43.75; Matthew Murrey Customer deposit refund: 465 Manning St. \$29.99; Pioneer Bank and Trust Charge for 2 signature account \$25.00; Rural Development (RD1) December 2022 Payment \$1,278.00; Rural Development (RD2) December 2022 Payment \$417.00; Rural Development (RD) December 2022 Payment \$222.00; Sander Sanitation Monthly services \$3,957.72; Southern Hills Publishing November 2022 services \$182.78; Black Hills Electric Coop. Monthly service \$2,847.89; Payroll related: Board of Trustees \$750.00; Finance Department \$4,503.17; Janitorial \$107.25; Meter \$140.00; EFTPS 941 payroll tax deposit (11-30-2022 Payroll) \$1,147.05; Health Pool of South Dakota Monthly premium \$882.97; SD Retirement Fund November 2022 SDRS \$941.74; USA Blue Book Sewer supplies \$735.71; ODP Business Solutions FO Office supplies \$191.54. Total of \$63,697.46.

LAW ENFORCEMENT/ ABATEMENTS/COMPLAINTS: Custer County Log reports for October and November included in the packet.

LEGAL: Motion made, seconded to approve Hermosa library lease agreement; Vote: all ayes, motion carried. Motion made, seconded to remove Hermosa Library off the agenda; Vote: all ayes, motion carried.

PLANNING & ZONING: None

PUBLIC WORKS

Water, sewer update report by Ferguson. Motion made, seconded to remove land application contract off the agenda; Vote: all ayes, motion carried. SDARWS, daily readings/spreadsheet-pending. Land application penalties-motion made, seconded to issue a letter of reprimand to Chuck Ferguson; Vote: all ayes, motion carried. The agreement for performance of services of public works and town maintenance will be discussed at the next work session. Motion made, seconded to remove CMOM discussion and Land application penalties from the agenda; vote all ayes, motion carried.

FINANCE OFFICE: Monthly financials-pending. Motion made, seconded for Monika Serviss to attend Black Hills Area Finance Officer Meeting on December 7, 2022; Vote: all ayes, motion carried. Motion made, seconded to take Gail Boddicker off Pioneer bank account, remaining Pioneer bank signature card holders: Dan Holsworth, Linda Kramer and Monika Serviss; Vote: all ayes, motion carried. Motion made, seconded to remove Black Hills area finance officer meeting and Gail Boddicker off the agenda; Vote: all ayes, motion carried.

OLD BUSINESS: Annexation: Gumbo Lilly, Fairgrounds Place, McDermand Street-waiting for the remaining replies. Town Sign, pending. Town Office and Library deck Staining-pending.

NEW BUSINESS: Hazard Mitigation-Joan Harris is participating in the meetings. 1st Reading of Ordinance No. 2.074A Supplemental 2022 Appropriations Ordinance. 1st Reading: Chapter 52: Garbage and Refuse; Chapter 153: Mobile Homes; Parks 152.01 (C)(2). Motion made, seconded to increase utility billing deposit to \$200.00 starting January 1st, 2023; Vote: all ayes, motion carried. South Dakota PFAS Cost Recovery Program-discussion for the next BOT meeting.

ITEMS FROM CITIZENS: Audience had input.

TRUSTEE INPUT: Happy Holidays

EXECUTIVE SESSION: None

ADJOURN: Motion made, seconded to adjourn the meeting at 7.16 PM; Vote: all ayes, motion carried.

ATTEST:

Dan Holsworth, Town Board President

Monika Serviss, Finance Officer
Published once at the approximate cost of ____

5A.

CLAIMS REPORT 12-20-2022

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
BOBBIE KLASKI	Reimb 12/06/2022 meeting	\$ 98.37	16975	12/20/2022
CHUCK FERGUSON	Snow Removal 12/13-12/14	\$ 1,405.00	16976	12/20/2022
GOLDEN WEST TECHNOLOGIES	Monthly Service-December22	\$ 563.50	16977	12/20/2022
HAGG & HAGG LLP	DANR issue/Services	\$ 2,800.40	16978	12/20/2022
MT RUSHMORE TELEPHONE	PHONE/INTERNET	\$ 125.00	40	12/20/2022
MT RUSHMORE TELEPHONE	PHONE/INTERNET	\$ 51.10	41	12/20/2022
MT RUSHMORE TELEPHONE	PHONE/INTERNET	\$ 65.53	42	12/20/2022
PIONEER BANK & TRUST	Stamps,Annex,letters,keys,name	\$ 458.79	44	12/20/2022
PSN-Payment Service Network	Monthly Fee 11/01-11/30 2022	\$ 221.85	43	12/20/2022
SDML Workers'Compensation Fu	2023 Renewal billing	\$ 462.00	16979	12/20/2022
CHUCK FERGUSON	Pump House repair	\$ 600.00	16976	12/20/2022
Accounts Payable Total		\$ 6,851.54		
Payroll related:				
EFTPS-Electronic Federal Tax	FED/FICA TAX	\$ 923.88	38	12/15/2022
Payroll Checks	Finance office	\$ 3,761.70		12/15/2022
Payroll Total		\$ 4,685.58		
***** REPORT TOTAL *****		\$ 11,537.12		
GENERAL		\$ 10,937.12		
WATER		\$ 600.00		
TOTAL FUNDS		\$ 11,537.12		

8 D.

From: William Lass
Sent: Monday, December 12, 2022 12:01 PM
To: Bruels, Andrew; Monika Serviss
Cc: Larson, Abbey; Perkovich, Mike; Johnson, Megan; Riggle, Stephanie
Subject: RE: Information on Water Project from DANR

Hello Everyone,

Thank you Andy for your response to the Town on this matter. I just want to emphasize for the Town's benefit, something that Andy said here. Before making that request to DANR to scale back the loan, the Town needs to be as sure as possible that you will have sufficient funding to cover your WRT system and the Gumbo Lily improvements. Because if you relinquish too much of the loan funds, then the Town would not have adequate funding to complete these projects.

Sorry, if this is an obvious point but I guess I just want to emphasize that the Town needs to be certain of the project costs before giving up part of the loan award. It may be better if the Town retains a little too much loan rather than not having enough.

Thanks,
Bill.

William Lass, Senior Planner
Black Hills Council of Local Governments
730 E. Watertown St., Suite 102
Rapid City, SD 57701
605-394-2681 (Main Office)
605-721-6145 (Direct Line)
wlass@wrbsc.com



From: Bruels, Andrew <Andrew.Bruels@state.sd.us>
Sent: Monday, December 12, 2022 10:34 AM
To: Monika Serviss <monika@hermosasd.com>; William Lass <wlass@wrbsc.com>
Cc: Larson, Abbey <Abbey.Larson@state.sd.us>; Perkovich, Mike <Mike.Perkovich@state.sd.us>; Johnson, Megan <Megan.Johnson@state.sd.us>; Riggle, Stephanie <Stephanie.Riggle@state.sd.us>
Subject: RE: Information on Water Project from DANR

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender's email address.

Monika,

Thank you for the e-mail on the town of Hermosa's plans for moving forward with the drinking water improvements project. To make this happen we need an official letter from the town signed by the board president. This letter needs to outline the scope of the project that the town now wants to fund (Gumbo Lily work), the total amount of the funds needed so we can assure sufficient loan funds are provided, and that the town no longer plans to use the funding provided to complete the remaining scope of the project and requests the loan to be reduced.

Once that official signed letter is received we can proceed with the project for steps to close the loan in the coming months and allow construction for the Gumbo Lily portion to occur.

Andy

From: Monika Serviss <monika@hermosasd.com>
Sent: Monday, December 12, 2022 10:44 AM
To: Bill Lass (wlass@wrbsc.com) <wlass@wrbsc.com>
Cc: Bruels, Andrew <Andrew.Bruels@state.sd.us>
Subject: RE: [EXT] Information on Water Project from DANR

Good morning,

I am the new finance officer for the Town of Hermosa. The board decided we will not be using the funds for the well project, but keep the funds for the Gumbo Lilly project portion. Let me know if you need anything else and please advise us on what needs to be done next.

Thank you,

Monika Serviss
Finance Officer
Town of Hermosa
[605-255-4291](tel:605-255-4291)



230 Main St., PO Box 298
Hermosa, SD 57744

From: [Gail Boddicker](#)
Sent: Monday, December 12, 2022 8:09 AM
To: [Monika Serviss](#)
Subject: FW: Information on Water Project from DANR

Sent from [Mail](#) for Windows

86.

Jill Dybvig

From: Leah Berg <lberg@proacesinc.com>
Sent: Friday, December 16, 2022 1:14 PM
To: Monika Serviss
Cc: Dan Holsworth - Hermosa; Linda Kramer; Daniel Finch; Gail Boddicker; Jill Dybvig
Subject: Hermosa Hills
Attachments: Marie St. Gravel Depth 11-3-2022.pdf

Monika,

Below is information that should be placed in a letter from the Town of Hermosa to the developer(s) of the Hermosa Hills Subdivision area related to the Town's acceptance of Marie St. and Walter St. This needs to be an official letter from the Town and should include the attached report.

The Town has been requested to accept Marie St. and Walter St. Following the site visit with developers on November 1, 2022, it was agreed that based on the appearance of the roadway of Marie St. that third party independent geotechnical testing would be provided by the developer to prove that there was 10" of aggregate material for the road section. The attached report from DTE shows that there is not 10" of aggregate material present.

The Town records were pulled for when the development plans were approved and there are multiple items that were required for approval that have not been completed. The remaining items are listed below and were discussed at the BOT meeting on December 6, 2022. All remaining items shall be completed prior to the Town accepting the roads:

1. 10" of aggregate material for the roadway section. Approval was based on 6" of base course and 4" of gravel. 10" thickness of aggregate is required.
2. Roadway surface treatment of soy bean oil, which can now be mag-water.
3. Four (4) street lights provided and installed.
4. Sidewalks on each side of the road(s). Sidewalk installed on one side may be acceptable if other items are completed.

These were the terms that the developer has already agreed to as part of the project. The Town is simply requiring that the agreed upon and approved items be provided and completed.

Let me know if you have any questions.

Thank you,

Leah Berg, P.E.
Civil Engineer / President

ACES
Affordably Creative Engineering Services, Inc.
324 St. Joseph St, Suite 200
Rapid City, SD 57701
Phone 605-716-4646
Cell 605-545-1120
LBerg@proacesinc.com

86



FIELD REPORT

Project No.: _____ Date: 11/3/2022

Project: Marie St. Gravel Depth

Location: Hermosa, SD

Client: Pulis Construction

WEATHER		SITE ACTIVITY	
Temperature		Contractors Working:	
High:	39		
Low:	20		
Current:	26		
Wind			
Direction:	NW		
MPH:	5-10		
Sky		Crews/Equipment:	
Clear	<input type="checkbox"/>	Cloudy	<input checked="" type="checkbox"/>
Overcast	<input type="checkbox"/>	Fog	<input type="checkbox"/>
Precipitation			
Last 24 Hrs: Current:			
Rain	<input type="checkbox"/>	Rain	<input type="checkbox"/>
Sleet	<input type="checkbox"/>	Sleet	<input type="checkbox"/>
Snow	<input type="checkbox"/>	Snow	<input type="checkbox"/>

Services provided under this field visit include:

<input type="checkbox"/> Excavation Observation	_____	<input type="checkbox"/> Cast Concrete Cylinders	_____
<input checked="" type="checkbox"/> Sampling of Soil	<u>4 Depth Locations</u>	<input type="checkbox"/> Plasticity Tests	_____
<input type="checkbox"/> Density Tests	_____	<input type="checkbox"/> Masonry Observation	_____
<input type="checkbox"/> Structural Steel Inspection	_____	<input type="checkbox"/> Cast Mortar Samples	_____
<input type="checkbox"/> Rebar Observation	_____	<input type="checkbox"/> Cast Grout Samples	_____
<input type="checkbox"/> Other	_____		

Summary of technical and/or engineering services performed, including field test data, locations, elevations and depth, are approximate. Field Test data may be estimated pending final laboratory results and engineer review.

Observations/Remarks:

DTE was contacted by Trenth with Pulis Constructuion to observe depth of gravel for Marie St in the Hermosa Hills Subdivision. Depth was observed at four (4) separate locations along Marie Street, as listed below.

- West lot line of Lot 10, 855 Marie Street, 2' North of Centerline. 6" depth observed.
- 12' East of East lot line of Lot 7, 820 Marie St. 5' North of Centerline, 6.5" depth observed.
- 20' East of lot line of Lot 4, 780 Marie St., 6' South of Centerline, 4.5" depth observed.
- West lot line of Lot 1, 750 Marie St. , 1' South of Centerline, 6.5" depth observed.

Observations relayed to Puliz Construction.

Prepared By: Adam Dando Adam Dando Time Arrived on Site: 9:55am Page: 1 of 1

On-Site Review DTE Review

Signed:
Print Name:
Position:
Company:

Reviewed By:
Distribution Date: 11/3/2022

Note: The responsibilities and authority of DTE and DTE's Field Personnel include neither the responsibilities nor the authority of the "Competent Person" for the Project Site as defined by OSHA Regulations: 29 CFR 1926, Subpart P.



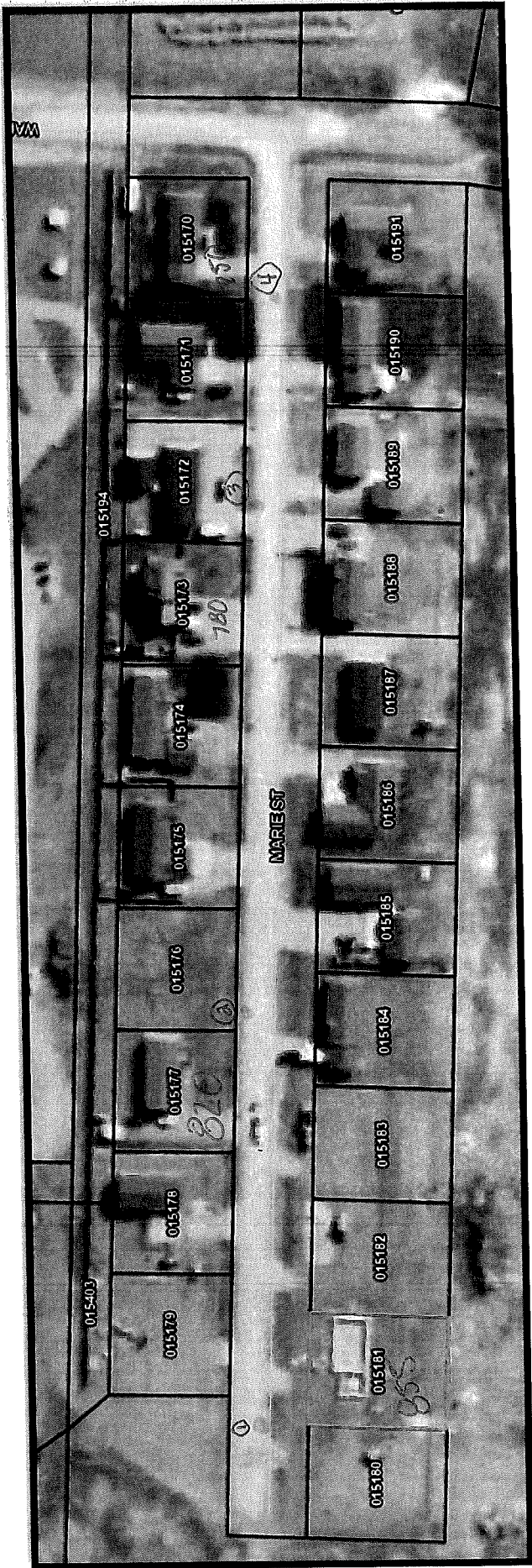
DTE was contacted by Trenth with Puliz Construction to observe depth of gravel for Marie St in the Hermosa Hills

Subdivision. Depth was observed at four (4) separate locations along Marie Street, as listed below.

- West lot line of Lot 10, 855 Marie Street, 2' North of Centerline. 6" depth observed.
- 12' East of East lot line of Lot 7, 820 Marie St. 5' North of Centerline, 6.5" depth observed.
- 20' East of lot line of Lot 4, 780 Marie St., 6' South of Centerline, 4.5" depth observed.
- West lot line of Lot 1, 750 Marie St., 1' South of Centerline, 6.5" depth observed.

Observations relayed to Puliz Construction.

- ①
- ②
- ③
- ④



DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

10.A



December 7, 2022

Dan Holsworth
President, Town of Hermosa
PO Box 298
Hermosa, SD 57744

RE: Town of Hermosa Land Application Best Management Plan

Dear President Holsworth:

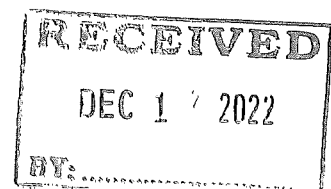
The town of Hermosa submitted a Land Application Best Management Plan on November 15, 2022, and a revised copy on November 29, 2022. The South Dakota Department of Agriculture and Natural Resources' (SDDANR) review of your revised Land Application Best Management Plan shows that there are no deficiencies. The Land Application Best Management Plan is now approved and is an enforceable part of your permit. The town of Hermosa has met the Best Management Plan requirements of the Settlement Agreement.

Thank you for helping to protect the natural resources of South Dakota. If you have any questions or concerns, please contact Tina McFarling or me at (605) 773-3351.

Sincerely,

Kyle Doerr
Engineer III
Surface Water Quality Program

cc: Chuck Ferguson, Public Works Contractor, Town of Hermosa
SWD File – Pierre



**TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
PUBLIC WORKS AND TOWN MAINTENANCE**

This Agreement is entered into this 4th day of January, 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President and Finance Officer. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

Pump House:

- Read master meter, daily
- Responsible for marking and recording amounts and times read daily
- Responsible for checking and recording daily, monthly, and quarterly in a note book to be brought to the board twice a month
- Monitor fluoride, chlorine and polyphosphate tanks
- Chlorine pump has a rubber diaphragm which must be replaced every six months and documented
- Monitor gas, temperature in room and maintain in an orderly fashion
- Responsible for cleanup and up keep of the pump house as well as organize and maintain cleanliness at the garage
- Responsible for state annual water meter readings and report

Water Tower:

- Check water level and maintain records
- Coordinate cleaning of the tank

General Water Works:

- Flush hydrants as needed
- Turn water on and off as directed by the Finance Officer or Board of Trustees. No water or new services shall be installed or turned on or off without a work order that will be initialed or the direct written instruction of either the Finance Officer or the Board of Trustees.
- Read meters located in pits monthly and upon request to fill in during vacations or emergencies.
- Responsible for repair and replacing existing meters/remote meters throughout the Town.
- Take samples for chlorine levels every two weeks
- Perform state tests every month for bacteria check
- Comply with any and all state tests required
- Is to be reimbursed for all samples sent with correct documentation
- Respond to complaint calls
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.

Grounds Keeping:

- Mow water tower hill, all town property right-of-ways, pump house and lagoon (excludes railroad properties)
- Weed eat around all signs, hydrants and any areas needing attention that are town properties
- Such grounds keeping set forth in this section shall be done on a regular, as needed basis, to maintain a neat appearance of all town properties and to meet town ordinances
- Parties agree that in the event the Contractor fails to mow or trim any particular area within the Town limits within 72 hours of being notified to do so by the City Finance Officer, after a majority vote of the Board, the Town reserves the right to hire another contractor to complete said task at Contractor's expense, which shall be subtracted from Contractor's payments.

Snow Removal:

- Responsible for snow removal when the wind has stopped blowing and there is four inches of snow or more
- This will include blading of all approaches to driveways and all secondary streets as needed and as directed by the Street Chairman
- Snow removal equipment rental costs will be invoiced to the Town by the Contractor at the rates as agreed upon in attached Exhibit A.
- Contractor is responsible for damages, clean-up, and repair.

Compensation for Contractor:

The Contractor shall be paid \$1313.00 per month, for all duties set forth herein, regardless of the frequency of said duties. The said amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first day of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Sewer:

- Respond to distress calls and assess problem areas
- Maintain accurate records
- Check manholes on a regular basis

Lagoon:

- Monitor levels for all three cells and document on a monthly basis
- Check for water clarity
- Do samples two weeks prior to irrigation or distribution

Other Responsibilities:

- Keep complete record of tasks performed
- Wear and respond to a cell phone for use of locating without having to search
- Respond to emergencies after hours
- Attend the Board of Trustees meetings with report on each department
- Must do locates when One Call requests
- Prepare a report turned in to the Board of Trustees monthly
- Work with all Town officials
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.
- Quarterly report with Board members on stats

Compensation for Contractor:

The Contractor shall be paid \$1313.00 per month, for all duties set forth herein, regardless of the frequency of said duties. Such amount is to include all taxes or other fees required by any governmental agency for the performance

of dates set forth herein. Payment shall be due and payable on the first of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twenty-four (24) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$42.35 per day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated though Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this 4th day of January.

TOWN OF HERMOSA

BY: [Signature]
(TOWN BOARD PRESIDENT)

1-4-22
(DATE)

ITS: [Signature]
(CHUCK FERGUSON, CONTRACTOR)

1-4-22
(DATE)

ATTEST:



[Signature]

1-4-2022
(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 75.00
Backhoe, 12' Blade	\$ 75.00
Bobcat, 8' Bucket	\$ 60.00
Motor Grader Blade	\$ 65.00
6 Yard Box Truck	\$ 40.00
Mowing Equipment / Bobcat Brush Hog	\$ 55.00
17 Yard Box Truck	\$ 65.00
Footings & Foundations (per inspection)	\$ 35.00
Shoveling Sidewalks & Entry Ways (up to 3 times per day)	\$ 25.00

**Includes Operator Fees

TOWN OF HERMOSA
AGREEMENT FOR PERFORMANCE OF SERVICES OF
WASTEWATER TREATMENT FACILITY

This Agreement is entered into this 7th day of January 2022 by and between the Township of Hermosa, South Dakota, hereinafter "Town" and Chuck Ferguson, hereinafter "Contractor," of Hermosa, South Dakota, for the performance of the Town's maintenance duties, monitor and oversee water maintenance, and other such things as specifically set forth herein.

Relationship of the Parties

The parties hereby acknowledge that no other relationship exists between the Town and Contractor, other than an independent contractor relationship for all intents and purposes of this Contract. The Contractor shall in no way be deemed the agent of the Town, except as expressly provided herein.

The Duties and Essential Job Functions:

The Contractor must work well at all times with the President, Vice-President and Finance Officer. The Contractor shall follow all directives given to the contractor through a majority vote of the Board of Trustees. The Contractor shall undertake the following duties in regard to the various functions of this Agreement:

Sewer:

- Respond to distress calls and assess problem areas
- Maintain accurate records
- Check manholes on a regular basis

Lagoon:

- Monitor levels for all three cells and document on a monthly basis
- Check for water clarity
- Do samples two weeks prior to irrigation or distribution

Other Responsibilities:

- Keep complete record of tasks performed
- Wear and respond to a cell phone for use of locating without having to search
- Respond to emergencies after hours
- Attend the Board of Trustees meetings with report on each department
- Must do locates when One Call requests
- Prepare a report turned in to the Board of Trustees monthly
- Work with all Town officials
- Inspect all taps of new construction and repairs other than those completed by the stated contractor
- Have all taps of new construction and repairs which are installed by the stated contractor inspected by a separate and approved inspector.
- Quarterly report with Board members on stats

Compensation for Contractor:

The Contractor shall be paid \$1133.34 per month, for all duties set forth herein, regardless of the frequency of said duties. Such amount is to include all taxes or other fees required by any governmental agency for the performance of dates set forth herein. Payment shall be due and payable on the first of each month. Submittal of the previous month's records must be made prior to release of monthly Contract payment.

Equipment Rates:

The parties agree that the equipment rates set forth in Exhibit A shall be paid to Contractor as needed. Contractor shall submit a billing, no less than every thirty (30) days regarding equipment time used for the previous month. Such billing shall include the description of said equipment, hours of use and a brief description of the job site upon which equipment was used.

Insurance and indemnification:

Contractor agrees to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and further agrees to hold the Town harmless and indemnified from any and all third party claims arising from or related to this Contract, including but not limited to acts of negligence, willful misconduct, or any other damage to property or injury to person resulting from Contractor's performance of this Agreement.

Terms of Agreement:

This contract is for a term of twenty-four (24) months. Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum", the final invoice will include all services and expenses associated with the Agreement at a rate of \$36.55 per day, up to the effective date of termination.

Administration:

Contractor warrants and represents that he shall obey and comply with all state, local and federal rules, laws and regulations, and do no other such thing which would reflect poorly upon the township while in the performance of his duties under this Contract.

Standards:

Contractor warrants and represents that all work performed subject to this Agreement shall be completed in a workmanlike manner and shall comply with industry standards where the same may be readily demonstrated through Industry Codes, etc.

Controlling Agreement:

If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

Dated this 14th day of January, 2022.

TOWN OF HERMOSA
BY: [Signature]
(TOWN BOARD PRESIDENT)

1-14-22
(DATE)

ITS: _____
(CHUCK FERGUSON, CONTRACTOR)

(DATE)

ATTEST:

(Seal)

FINANCE OFFICER

(DATE)

EXHIBIT A

FERGUSON CONSTRUCTION

EQUIPMENT HOURLY RATES

<u>ITEM</u>	<u>RATE</u>
Backhoe	\$ 75.00
Backhoe, 12' Blade	\$ 75.00
Bobcat, 8' Bucket	\$ 60.00
Motor Grader Blade	\$ 65.00
6 Yard Box Truck	\$ 40.00
Mowing Equipment / Bobcat Brush Hog	\$ 55.00
17 Yard Box Truck	\$ 65.00
Footings & Foundations (per inspection)	\$ 35.00
Shoveling Sidewalks & Entry Ways (up to 3 times per day)	\$ 25.00

**Includes Operator Fees

11A.

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING						Beginning Statement Balance	738,857.67
45	10/20/2022	BK		20221020UBO			89.80
54	10/31/2022	BK		10-31-22PSN			324.23
55	10/31/2022	BK		10-31-22PSN1			202.40
66	11/01/2022	GL					109.80
67	11/02/2022	GL					290.70
69	11/02/2022	GL					1,377.27
70	11/03/2022	GL					282.26
71	11/03/2022	GL					269.40
72	11/04/2022	GL					1,000.50
73	11/07/2022	GL					527.68
74	11/07/2022	GL					100.00
77	11/08/2022	GL					620.77
78	11/08/2022	GL					1,266.92
79	11/09/2022	GL					269.60
80	11/09/2022	GL					117.04
81	11/09/2022	GL					1,015.42
82	11/14/2022	GL					2,410.93
83	11/15/2022	GL					539.72
84	11/15/2022	GL					258.30
85	11/15/2022	GL					114.00
86	11/15/2022	GL					2,360.49
87	11/16/2022	GL					1,191.50
88	11/17/2022	GL					3,522.32
89	11/17/2022	GL					1,124.92
90	11/17/2022	GL					2,767.78
91	11/18/2022	GL					94.86
92	11/21/2022	GL					460.17
93	11/21/2022	GL					120.90
94	11/21/2022	GL					1,570.81
95	11/25/2022	GL					189.80
96	11/25/2022	GL					179.60
98	11/28/2022	GL					2,308.64
102	11/30/2022	GL					1,342.22
103	11/18/2022	GL					89.80
104	11/03/2022	GL					1,085.48
105	11/23/2022	GL					21,724.44
106	11/18/2022	GL					46,298.40
107	11/30/2022	GL					23.97
108	11/18/2022	GL					269.40-
16894	10/18/2022	BK		VONDA BELT		18.33	
16902*	10/18/2022	BK		ODP BUSINESS SOLUTIONS		55.70	
16904*	10/18/2022	BK		MONIKA SERVISS		20.00	
16906*	10/18/2022	BK		SUMMIT SIGNS & SUPPLY INC		386.00	
16907	10/18/2022	BK		VANWAY TROPHY		17.50	
16908	10/31/2022	BK		VONDA BELT		96.04	
16909	10/31/2022	BK		VICKI L HENRICHSEN		69.26	
16910	10/31/2022	BK		DANNY J HOLSWORTH		184.70	
16911	10/31/2022	BK		LINDA M KRAMER		255.46	
16912	10/31/2022	BK		TERRI V SCHUMACK		138.52	
16913	10/31/2022	BK		BRETT THOMASON		184.70	
16914	10/31/2022	BK		GAIL L BODDICKER		1,186.88	
16915	10/31/2022	BK		JILL SWLER-DYBVIG		1,018.49	

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 PIONEER BANK & TRUST CHECKING					- continued -		
16916	10/31/2022	BK		CHUCK FERGUSON		2,446.34	
16917	11/03/2022	AP	18	ACES Engineering INC		520.00	
16918	11/03/2022	AP	19	AMERICAN LEGAL PUBLISHING Corp		2,637.45	
16919	11/03/2022	AP	20	DSG-DAKOTA SUPPLY GROUP		18.76	
16920	11/03/2022	AP	21	DANR		13,000.00	
16921	11/03/2022	AP	23	FERGUSON CHUCK		695.00	
16922	11/03/2022	AP	25	HAGG & HAGG LLP		7,611.49	
16923	11/03/2022	AP	26	HEALTH POOL OF SOUTH DAKOTA		882.97	
16925*	11/03/2022	AP	28	NORTHWEST PIPE FITTINGS Inc.		28.76	
16926	11/03/2022	AP	29	SD Public Assurance Alliance		13,777.73	
16927	11/03/2022	AP	3	SOUTH DAKOTA RETIREMENT SYSTEM		695.24	
16928	11/03/2022	AP	30	SOUTHERN HILLS PUBLISHING Inc.		161.63	
16929	11/03/2022	AP	31	VAN DIEST SUPPLY COMPANY		1,426.80	
16931*	11/15/2022	BK		MONIKA SERVISS PR		138.16	
16932	11/15/2022	BK		JILL SWIER-DYBVG PR		1,018.49	
16934*	11/17/2022	AP	23	FERGUSON CHUCK		854.71	
16935	11/17/2022	AP	33	GOLDEN WEST TECHNOLOGIES		563.50	
16936	11/17/2022	AP	34	GWORKS		4,537.00	
16937	11/17/2022	AP	36	NEAUGEBAUER BORTHERS		1,800.00	
16938	11/17/2022	AP		BATCH VOID			
16939	11/17/2022	AP		BATCH VOID			
16940	11/17/2022	AP	37	SD MUNICIPAL LEAGUE		604.90	
16941	11/22/2022	AP	21	DANR		500.00	
16942	11/22/2022	AP	21	DANR		500.00	
9*	10/18/2022	BK		BH ELECTRIC COOP		3,296.74	
16	11/01/2022	AP	6	A & B BUSINESS EQUIPMENT INC		542.64	
18	11/01/2022	AP	8	MT RUSHMORE TELEPHONE		241.63	
19	11/01/2022	AP	11	PIONEER BANK & TRUST		147.66	
20	11/01/2022	AP	11	PIONEER BANK & TRUST		25.00	
21	11/01/2022	AP	12	RURAL DEVELOPMENT		1,278.00	
22	11/01/2022	AP	12	RURAL DEVELOPMENT		417.00	
23	11/01/2022	AP	12	RURAL DEVELOPMENT		222.00	
24	11/01/2022	AP	13	SANDERS SANITATION		3,924.18	
25	11/02/2022	AP	14	US BANK		1,493.23	
26	11/08/2022	AP	1	EFTPS-Electronic Federal Tax		730.02	
27	11/17/2022	AP	15	SD DEPT OF REVENUE		582.89	
28	11/17/2022	AP	17	PSN-Payment Service Network		136.70	
29	11/30/2022	AP	1	EFTPS-Electronic Federal Tax		1,147.05	
39	11/01/2022	AP	7	LINGO		65.17	

Fund Description

101	GENERAL	42,016.45	46,615.01
211	BBB GROSS RECEIPTS TAX		1,398.46
301	DEBT SERVICE		27,137.95
602	WATER	8,520.00	12,963.68
604	SEWER	21,763.97	8,641.91

Fund Grand Total 72,300.42 96,757.01

Ending Statement Balance 763,930.69

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1				PIONEER BANK & TRUST CHECKING			
						Beginning Statement Balance	738,857.67
				52 Credit Transactions		72,300.42	
				39 Debit Transactions			97,373.44
						Ending Statement Balance	763,930.69

OUTSTANDING TRANSACTION REGISTER

OPEN

MOD CODE	BANK NO	NAME	NUMBER	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
1 PIONEER BANK & TRUST CHECKING STATEMENT DATE: 11/30/2022												
GL DEP	97	11/28/22	11/22	DEPOSIT				388.00				
GL DEP	99	11/29/22	11/22	DEPOSIT				94.75				
GL DEP	100	11/30/22	11/22	DEPOSIT				196.69				
GL DEP	101	11/30/22	11/22	DEPOSIT				120.00				
BK CHK	16695	5/04/22	06/22	SOUTH DAKOTA MUNICIPAL LE					156.00			
BK CHK	16726	6/08/22	06/22	CHUCK IRVINE					10.00			
BK CHK	16875	10/08/22	10/22	DAVID ARLEDGE					125.00			
AP CHK	16924	11/03/22	11/22	HOLSWORTH DAN					75.00			
BK CHK	16930	11/15/22	11/22	GAIL BODDICKER PR					1,507.90			
AP CHK	16933	11/17/22	11/22	CLAYCOMB ENGINEERING					2,400.00			
AP CHK	16953	11/30/22	00/00	BATCH VOID					.00		**VOIDED**	
AP CHK	16954	11/30/22	11/22	FERGUSON CHUCK					2,446.34			
BANK TOTAL								799.44	6,720.24		.00	
DEPOSITS-CHECKS								5,920.80-				

BALANCE SHEET
CALENDAR 11/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
101-00000-10100	CASH	5,609.49	308,448.57
211-00000-10100	CASH	1,398.46	60,702.43
301-00000-10100	CASH	27,137.95	101,574.33
602-00000-10100	CASH	3,553.68	136,132.91
602-00000-10700	CASH - RESERVE		11,218.84
602-00000-10800	CASH - CUSTOMER DEP RSRV	250.00	8,585.50
602-00000-11500	UNDIST RCPTS UTILITY AR	659.11-	5,201.48-
604-00000-10100	CASH	14,246.85-	126,534.76
604-00000-10700	CASH - RESERVE		313.83
	CASH TOTAL	23,043.62	748,309.69
272-00000-10150	CASH - CONSTRUCTION		1,500.00
	CASH - CONSTRUCTION TOTAL	.00	1,500.00
101-00000-10300	PETTY CASH		232.98
	PETTY CASH TOTAL	.00	232.98
101-00000-10400	CASH INVESTED - SDFIT		40,550.92
602-00000-10400	CASH INVESTED - SDFIT		30,876.67
604-00000-10400	CASH INVESTED - SDFIT		67,119.04
	CASH INVESTED - SDFIT TOTAL	.00	138,546.63
101-00000-10500	CASH INVESTED-EDWARD JONE		19,050.15
	CASH INVESTED-EDWARD JONE TOTA	.00	19,050.15
	TOTAL CASH	23,043.62	907,639.45

TREASURER'S REPORT
CALENDAR 11/2022, FISCAL 11/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
101	GENERAL	362,673.13	46,474.73	40,752.25	322,932.31	368,282.62
211	BBB GROSS RECEIPTS TAX	59,303.97	1,398.46		42,839.25	60,702.43
272	FEMA/CONSTRUCTION	1,500.00			1,500.00	1,500.00
301	DEBT SERVICE	74,436.38	27,137.95		34,988.51	101,574.33
602	WATER	178,467.87	12,495.85	9,601.28	293,182.44	181,612.44
604	SEWER	208,214.48	8,875.40	23,122.25	342,955.22	193,967.63
Report Total		884,595.83	96,382.39	73,475.78	1,038,397.73	907,639.45

REVENUE REPORT
CALENDAR 11/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	505,322.00	46,474.73	513,155.32	101.55	7,833.32-
	BBB GROSS RECEIPTS TAX TOTAL	10,000.00	1,398.46	17,863.18	178.63	7,863.18-
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	16,810.22	27,137.95	81,867.98	487.01	65,057.76-
	WATER TOTAL	229,550.00	12,495.85	303,291.17	132.12	73,741.17-
	SEWER TOTAL	149,546.03	8,875.40	246,628.67	164.92	97,082.64-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		912,728.25	96,382.39	1,162,806.32	127.40	250,078.07-
		=====	=====	=====	=====	=====

TOWN OF HERMOSA
 BUDGET REPORT
 CALENDAR 11/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	505,322.00	40,752.25	467,805.01	92.58	37,516.99
	BBB GROSS RECEIPTS TAX TOTAL	10,000.00	.00	.00	.00	10,000.00
	FEMA/CONSTRUCTION TOTAL	1,500.00	.00	.00	.00	1,500.00
	DEBT SERVICE TOTAL	16,810.22	.00	15,282.16	90.91	1,528.06
	WATER TOTAL	229,550.00	9,601.28	414,861.17	180.73	185,311.17-
	SEWER TOTAL	149,546.03	23,122.25	395,616.26	264.54	246,070.23-
	TOTAL EXPENSES BY FUND	912,728.25	73,475.78	1,293,564.60	141.73	380,836.35-

11 B.

From: Julia Hale
Sent: Friday, December 16, 2022 1:02 PM
To: Monika Serviss
Subject: gWorks Project Accounting Module

Hi Monika!

Support let me know that you are interested in our Project Accounting module. There is a one time fee of \$2420 for onboarding and training and then the yearly cost is \$330. Here is some more information on it.

[Project-Accounting.pdf](#)

Let me know if there are any questions or if you would like an actual quote.





Thank you,

Julia Hale

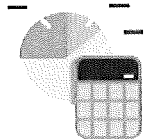
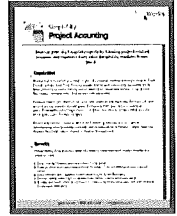
Account Manager

gWorks

Smarter Government | Stronger Communities | Simpler Solutions

 402-620-6214
 julia@gworks.com
 www.gworks.com
 3905 South 148th Street, Suite 200, Omaha, NE, 68144

[Book time on my calendar](#)



SimpleCity Project Accounting

Monitor your city's capital projects by tracking project-related revenue and expenses from other SimpleCity modules in one place.

Capabilities

Manage the information you need for your city's capital projects in a single module. Track Project number, type, fund, funding source, related contractors, and associated dates. View contracts, projects, history, and all revenue and expenses related to that project. See invoice numbers, dates, and vendors that were paid.

Generate meaningful reports to show project revenues and expenses. Review multi-year projects across separate budget years. Compare current year totals to previous years. Employees can charge hours to projects and reports show time and costs employees spent for each project.

Project Accounting integrates with other SimpleCity modules and will update automatically when you enter a project-related transaction in General Ledger, Accounts Payable, Purchase Orders, Payroll, or Receipt Management.

Benefits

Project Accounting gives you what you need to track important capital projects in a single solution.

- Save time by tracking capital projects in one place
- Gives you the detail you need without increasing the complexity on your General Ledger
- Ensure timely grant payments with reporting for Grant Agencies
- Sophisticated reporting that can be customized to show what you need
- Quickly and easily monitor contracts to make sure terms have been met and retained funds have been kept

11 C.

From: LeAnn Kerzman
Sent: Friday, December 9, 2022 2:05 PM
To: Monika Serviss
Subject: RE: Town of Hermosa

Welcome to the position Monika!

The state just went through all of the ARPA funding grant dollars for each community. Hermosa received a nice award for the new well and connecting to the new housing area. There may be more availability from the state and especially if you look at a 'green' solution for the metering. Have you already selected a vendor for the kind and type of metering?

[Water & Waste Disposal Loan & Grant Program in South Dakota | Rural Development \(usda.gov\)](#)
Rural Development has multiple programs that you would qualify through. You would first need to confirm that you are unable to obtain a loan through a bank first. There are additional requirements for undertaking a loan through them but you can read through. This is also a program that we can assist with the application. Read also about Community Facilities.

[Have a Backup Plan: Electric Power Generation Solutions from NJPA \(sourcewell-mn.gov\)](#)
If you've had engineering already document size and type of power redundancy needed? Sourcewell is an organization that operates like a city in regard to purchasing. They advertise and receive bids from vendors (thereby meeting all SD bid laws) and provide their pricing upfront and ready for purchase. Not a grant but will give you the best price you can find for quality equipment. I'm a fan.

I do know that Hermosa also hit the news lately with your wastewater documentation and discharge reporting. Looks like everything is being corrected but education about preventing this from occurring again is something we can also provide. If you need this to happen please advise.

I hope this information helps?

LeAnn Kerzman
Midwest Assistance Program
State Field Manager, South Dakota
PO Box 23, Dell Rapids, SD 57022
[\(605\) 690-5085](tel:6056905085)
www.map-inc.org

From: Monika Serviss <monika@hermosasd.com>
Sent: Friday, December 9, 2022 2:25 PM
To: LeAnn Kerzman <lkerzman@map-inc.org>
Subject: Town of Hermosa

11 D.



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement"), dated this 1st day of January, 2023 is between Golden West Technologies ("GWT") and Town of Hermosa ("Customer"), whereby the parties agree as follows:

RECITALS

This agreement governs all of the services that we perform for you (collectively, the "Services"). The Services will be described in one or more addendums that we provide to you, and once you and we mutually agree to an addendum via signature, the addendum will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in an addendum and the language in this Agreement, then the language of the addendum will control. This Agreement only governs the services described herein and does not modify or alter the terms and conditions of any other agreement for purchase or lease of hardware, software or services.

Customer subscribes to services in accordance with the terms and conditions of this Agreement.

I. **Services:** Initial services under this agreement are specified in the indicated Addendum(s):

Managed Services Package:

- Technology Leadership Service Addendum A
- Technology Leadership Service (Enterprise) Addendum B
- Firewall Addendum C
- Managed Next Gen Anti-Virus Addendum D
- Email Filtering Addendum F
- BCDR Addendum G
- Hosted Email Backup Addendum H
- Enhanced Network Monitoring Addendum I
- Managed Devices Addendum J
- Onsite Support Addendum N
- Managed Multi-Factor Authentication Addendum O
- Wireless Monitoring and Management Addendum P
- Managed SIEM Addendum Q
- Hosted Infrastructure Addendum R
- Simulated Phishing/End User Training Addendum S
- Workstation Monitoring Addendum X

A la Carte Services:

- BCDR Addendum G
- Cybersecurity Essential
 - Firewall Addendum C
 - Managed Next Gen A/V (NMC) Addendum E
 - Email Filtering Addendum F
- Security Total Care Addendum K
- Telephony Total Care Addendum L
- Alarm Monitoring Addendum M
- Call Center Services Addendum T
- VISP Services Addendum U
- Telephony Rental Addendum V

II. **Term:** The initial term of this Agreement is for one (1) year unless a different term is specified on any of the attached addendum(s)] from the "In-Service Date" which is the date that all necessary tools are installed and operational. Unless terminated by either party's written notice at least thirty (30) days before the end of the initial term, this Agreement will automatically renew on a month-to-month basis (rates subject to change). Thereafter, this agreement may be terminated by either party by giving at least 30 days written notice of termination to the other party.

II. **Fees:** Monthly fee of \$563.50 which will include all services on this Master Service Agreement. Additional licensing is not included in this monthly cost.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

It is understood that any and all Services requested by Customer that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

IV. **Acceptance:** By signing this Agreement, the Customer accepts and agrees to all of the Terms and Conditions on all pages of this Agreement.

V. **Notice:** Any notices required to be given by GWT shall be sent via email to monika@hermosasd.com. All notices to GWT shall be sent via email to info@gwtis.com.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as indicated below.

Golden West Technologies

Town of Hermosa

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print Name: Chris Brickey

Print Name: Monika Serviss

Title: Operations Manager

Title: Finance Officer

Date: _____

Date: _____

ADDITIONAL TERMS AND CONDITIONS

1. These terms constitute the entire and only Agreement (collectively, the "Agreement") between GWT and Customer with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. At any time after the initial term of this Agreement, GWT may increase charges or change the terms and conditions of this Agreement, provided that increases will not exceed 10% in a 12 month period. At any time after the initial term, Customer may cancel this Agreement by providing notice in writing at least 30 days prior to the cancellation effective date. Unless otherwise agreed, Customer's right to use the Service is not transferable and is subject to any limits established by GWT.
2. Customer shall pay in advance any fees and other charges incurred by Customer at the rates in effect for the billing period in which those charges are incurred. For situations where credit card payment is utilized, Customer shall maintain a current authorization for GWT to debit Customer's credit card account for such amounts. In addition, Customer shall provide GWT a current street address and Internet e-mail address for future communications and shall notify GWT of any change of e-mail and/or street address. Customer shall pay all applicable taxes related to use of the Service by Customer. For situations where Customer's credit card issuing financial institution has been notified of a payment dispute, Customer agrees that proof of Service usage by Customer constitutes Customer authorization to submit payment request to Credit Card issuing financial institution. If Customer fails to pay for the Service, GWT may, at its sole discretion and without notice to Customer, (a) suspend its performance under this Agreement and deny Customer access to and use of the Service until Customer is back in good standing, or (b) terminate this Agreement and Customer's access to and the use of the Service. During the initial term GWT may also cancel the Service to Customer for cause upon thirty (30) days prior written notice of termination and the cause therefore. Upon termination by GWT under any of the provisions of this paragraph, Customer's access to any of Customer's data stored by the Service may be permanently terminated. GWT will not provide a refund for any unused portion of the Services paid in advance by Customer. Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
3. During the initial term Customer may terminate this Agreement for material breach of performance by GWT after having first provided written notice of such breach of performance to GWT. Following receipt of Customer's written notice of material breach GWT shall have thirty (30) days in which to cure the material breach. If within the thirty (30) day cure period GWT fails to cure the material breach, this Agreement will be deemed terminated. If Customer terminates this Agreement under the provisions of this paragraph, GWT will assist Customer in the orderly termination of services. This may involve copying data to an external drive. Customer agrees to pay GWT the actual costs of rendering such assistance.
4. Fees for the initial term are based on Customer's agreement to receive and pay for the Services for the full initial term. If this Agreement is terminated during the initial term either for cause by GWT or without cause by Customer, Customer agrees to pay monthly fees for the remainder of the initial term following such termination. Upon such termination any outstanding fees for the remainder of the initial term shall be accelerated and immediately due and owing to GWT.
5. No bailment or similar obligation is created between Customer and GWT with respect to Customer's data. Customer is solely responsible for creating Login ID's and Passwords. Customer is solely responsible for maintaining the confidentiality of Login ID's and Passwords. Customer shall be responsible for all use of the Service accessed through Customer's Login ID's and Passwords.
6. Customer agrees that Customer will use the Service only in a manner consistent with the purposes of the Service. Customer shall not use the Service for storage, possession, creation or transmission of any information, including without limitation, stolen/pirated materials, defamatory materials, obscene materials or child pornography the storage, possession, creation or transmission of which violates any state, local or federal laws or regulations. Customer shall be responsible for determining what laws or regulations apply to its use of the Service. GWT retains the right to determine, in its sole discretion, whether any use by Customer is consistent with the purposes of the Service, and to immediately terminate any uses

determined not to be consistent therewith. **CUSTOMER DATA MAINTAINED BY GWT IS SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON SERVICE OF A VALID SEARCH WARRANT OR SUBPOENA ON GWT. CUSTOMER AGREES THAT GWT MAY, WITHOUT NOTICE TO CUSTOMER, REPORT TO THE APPROPRIATE AUTHORITIES ANY CONDUCT OR USE OF THE SERVICE BY CUSTOMER THAT GWT BELIEVES VIOLATES ANY APPLICABLE LAW OR REGULATION.**

7. Customer agrees to indemnify and hold harmless GWT its agents and employees from and against any and all claims, demands, liabilities or obligations for losses, damages, penalties, fines, punitive damages and expenses of any kind, including attorney fees, brought by a third party under any theory of legal liability arising out of use of the Service by Customer or any person using Customer's login information, regardless of whether such person has been authorized by Customer to use the Service.
8. **CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WHETHER SOUNDING IN TORT, CONTRACT OR ANY OTHER THEORY OF LIABILITY, GWT' LIABILITY FOR DAMAGES (WHETHER DEEMED DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, LOST PROFITS OR REVENUES, PUNITIVE OR OTHERWISE) NOT CAUSED BY THE WILLFUL, WANTON OR FRAUDULENT CONDUCT OF GWT OR ITS AGENTS, AND ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN SERVICE; OR ARISING OUT OF GWT'S FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION, OR TO EXERCISE REASONABLE SUPERVISION; OR OCCURRING IN THE COURSE OF FURNISHING SERVICE OR OTHER FACILITIES; SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THAT INVOICED FOR THE BILLING CYCLE IN WHICH THE CONDUCT GIVING RISE TO THE CLAIM TOOK PLACE. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GWT OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GWT OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GWT IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED CONDUCT GIVING RISE TO THE CLAIM OCCURRED.**
9. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of South Dakota, without regard to its choice of law provisions. Venue lies in the state and federal courts of Pennington County, South Dakota which shall have exclusive jurisdiction and venue over all controversies in connection herewith. In the event Customer shall violate any term, covenant or agreement hereunder and Golden West Technologies shall incur any legal expenses as a result thereof, Customer agrees to pay reasonable attorney's fees so incurred by Golden West Technologies, including court costs and appellate proceedings.
10. This agreement, together with any and all addendums, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings related to the Services and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or addendum will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. GWT will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
11. Customer agrees travel will be billed portal to portal at the current labor rate if an onsite visit is required.
12. Customer agrees that for so long as GWT is engaged by Customer, and for a period of twenty-four months thereafter, Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of GWT and whom Customer has become aware of by virtue of this engagement for the purpose of having such a person work for Customer, or for any other person firm corporation or entity.
13. Nothing contained in this Agreement shall be deemed to create a relationship between GWT and Customer in the nature of a partnership, joint venture, principal/agent or any other relationship. Both parties agree that GWT has no interaction with the data or information stored or used by Customer pursuant to this Agreement, except as necessary to maintain the Service and/or ascertain Customer's compliance with this Agreement.
14. The provisions of paragraphs 6, 8, 9 and 10 are for the benefit of GWT and its respective Suppliers, Licensors, Employees, and Agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.
15. It is the Customer's responsibility to provide and pay for all public IP addresses needed for monitoring.
16. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he/she is duly authorized to execute same and has the authority to bind and obligate Customer herein.
17. GWT will not be liable to you for delays or failures to perform GWT's obligations under this Agreement or any addendum because of circumstances beyond GWT's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, actor of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
18. Portions of the Services may be acquired from, or rely upon the services of third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in an addendum, and at all times GWT reserves the right to utilize the services of any third party provider, or change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under an addendum. GWT will not be responsible, and will be held harmless by you, for the failure of any third party provider or manufacturer to provide Third Party Services to GWT or to you.



ADDENDUM C–FIREWALL MONITORING AND MANAGEMENT

I. Description of Services: Golden West Technologies’ Firewall Monitoring and Management Service is a comprehensive monitoring and management solution for SonicWALL Firewall appliances.

A. Covered service provided by Golden West Technologies includes:

- General firewall configuration and support
- Nightly configuration backups
- Scheduled firmware updates
- Email availability alerts
- Phone alert notification (Gold only)
- Web access to summarized usage reports (Gold only)
- Automated emailed reports (Gold only)
- Hardware warranty (Does not cover e-class devices)

B. Any service not described above would be considered a billable activity (unless Customer has the Technology Leadership Service) to include:

- Setting up the Active Directory portion of LDAP integration/Single-Sign-On/DPI-SSL.
- Any other configuration changes to the network outside of the firewall.

II. Requirements: In order for Golden West Technologies to provide firewall monitoring and management, the following are the minimum requirements:

- SonicWALL firewall is vendor supported.
- SonicWALL has an active security service subscription.

III. Setup Procedures: Golden West Technologies will configure, ship and remotely assist with the onsite install of the SonicWALL for customers who have purchased a SonicWALL from GWT. If the SonicWALL is already in place, it must be in an online and operational state before monitoring can begin. The Golden West Technologies’ Network Operations Center can then assist in opening a management rule.

A. Responsibilities of the Customer Includes:

- Physical installation of the firewall (if applicable)
- Provide remote access and admin credentials to firewall
- Transfer of registration of the SonicWALL firewall to GWT (if applicable)

B. Any effort not described above would be considered a billable activity, to include:

- Onsite installation of the firewall
- Analyzing/translating the configuration from a non-SonicWALL firewall to the new firewall
- Any other configuration changes to the network outside of the firewall.

Firewall Location Address: 230 Main Street, Hermosa, SD 57744

IV. SERVICE LEVEL

- GOLD
- BRONZE (Available for Branch Only)

If during the term of this Agreement, Customer requests additional services, Customer’s monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..

Included in original Master Service Agreement: Yes No



ADDENDUM E –MANAGED NEXT GEN ANTI-VIRUS (NMC)

I. Description of Services: Golden West Technologies' Managed NextGen Anti-Virus is a solution for Customers to help protect their network infrastructure from cybersecurity threats.

A. General: As of the In-Service date, Managed NextGen Anti-Virus will be made in effect and includes the following where applicable:

- Providing of the MNGAV agent
- Access to the MNGAV portal
- Training on the use of the portal
- 24/7/365 monitoring and initial incident management. Incident management will be as follows:
 - When a threat is detected by the Agent, the Agent will attempt to kill and/or quarantine the threat automatically. The SOC will be notified of the threat.
 - If the Agent is able to stop the threat, the SOC will mark the threat as remediated. A threat analysis report will be generated by the SOC. The GWT NOC will log the incident and forward the report to the customer.
- Initial installation Q&A for 30 days after the MNGAV agent installer is provided
 - Note: Any direct support would be billable
- Whitelisting of applications
- Threat analysis reporting (content of the report is determined by the nature of the threat). Reports will be provided during normal working hours (8 am–5 pm MT Monday-Friday, excluding holidays)
- Support for issues with the MNGAV product (8 am – 5 pm MT Monday – Friday, excluding holidays)

Responsibilities of the Customer (otherwise a billable activity) are anything not listed above which includes:

- Installation of MNGAV agent
- Building of an .msi wrapper or any other installation specific actions
- Any troubleshooting beyond the unloading of the agent to verify that the MNGAV tool is not causing the issue

II. Number of Devices:

- 0 Server(s)
- 2 PC(s)

If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..

Included in original Master Service Agreement: Yes No



ADDENDUM F –EMAIL FILTERING

- I. Description of Services:** Golden West Technologies' Email Filtering Solution is a multi-layered service helping to prevent spam, phishing and other malicious emails.
- Covered service provided by Golden West Technologies includes:**
- Initial setup of the application
 - Whitelisting and blacklisting of email addresses
 - General configuration updates and changes
 - Training on the use of the email filter portal
- II. Requirements:** Minimum requirements for Golden West Technologies to provide email filtering:
- Domain Controller, Certificate Authority and Mail Server are on a Microsoft supported OS
 - The mail server application is a Microsoft supported version of Exchange or Office 365. (Non-Microsoft mail providers are not supported.)
 - Any externally enabled email addresses (including user mailboxes, aliases, distribution lists and mail enabled security groups) must exist within Active Directory.
- III. Setup Procedures:**
- A. Responsibilities of the Customer includes:**
- Provide Golden West Technologies' (GWT) Network Operations Center (NOC) access to the firewall, or if a non-SonicWALL firewall, configuration of the firewall.
 - Take appropriate action to change the mail exchange (MX) record with their Domain registrar to mail-virtual.gwtc.net or providing the GWT NOC with appropriate information and credentials necessary to remotely access an internal domain controller.
 - Provide GWT with documentation on the IP addresses of servers and a mail-filter account or give access to GWT to discover the IPs and create a mail-filter account.
- B. Any effort not described above would be considered a billable activity, to include:**
- Installing or modifying the Certificate Authority
 - Maintenance or modification of Active Directory, Office 365, or Exchange (for example, adding proxy addresses)

Number of email boxes protected: 10

Mail box protection is sold in groups of 10. The monthly recurring charge will be appropriately adjusted as the customer adds email boxes and additional groups of 10 are required.

Additional Terms and Conditions for Email Filtering Service:

Golden West Technologies assumes no responsibility for the timeliness, deletion or incorrect delivery of any email communications processed by this service. The customer must provide and is responsible for all equipment necessary to receive email forwarded to the customer by this service.

Included in original Master Service Agreement: Yes No



ADDENDUM G –BCDR

I. Description of Services: Golden West Technologies’ BCDR Service is a robust and versatile business continuity and disaster recovery solution offering a variety of options for recovery from hardware failure, cybersecurity attacks or other threats to your server infrastructure and data.

II. Setup Procedures: Golden West Technologies will schedule an install of the Golden West Platinum Backup Appliance at the Customer location. Once the BCDR Appliance is in place, a data backup to the appliance will be scheduled for off hours. Upon completion, data will be replicated to a secure data center. Service will begin when the appliance is installed and is operational, known as the “in-service” date.

Address of Appliance: 230 Main Street, Hermosa, SD 57744

III. *TERM***: (Initial start date: 4/1/2020. Please note that the initial term of this Agreement is for three (3) years from the “In-Service” date. Renewal terms remain the same as the Master Service Agreement stipulates.** During the term of the Agreement, Customer fees will be automatically adjusted as storage requirements change.

IV. Appliance:

- ✓ **Business**
- Professional**
- Enterprise**

Additional Terms and Conditions for BCDR Service:

1. USE OF THIS Service (the "Service") consists of the right of the Customer ("Customer") to electronically transmit and store computer data using either a private data communications network, or the Internet into a location provided by Golden West Technologies and to retrieve said data should it be required. The Service is made available by Golden West Technologies to Customer during the period Customer maintains a paid subscription to the Service. Customer must be a currently licensed user of Golden West backup client software for Services where software is required to provision access.
2. Golden West Technologies may make copies of all files stored as part of the backup and recovery of servers utilized in connection with some of the Services. Golden West Technologies is not obligated to archive such copies and will utilize them only for backup purposes. They will not be accessible to Customer.
3. Customer is responsible for and must provide data connectivity to the Golden West Technologies BCDR Appliance to allow for remote monitoring and off site backups. Additionally, Customer is responsible for providing environmental protection and power for the Golden West BCDR Appliance.
4. The Golden West BCDR Appliance is the property of Golden West Technologies unless customer chooses outright purchase as listed on a separate quote.
5. The backup data being stored on the Golden West BCDR Appliance and at offsite locations remains the sole property of the Customer.
6. Fees are based on the Customer’s acceptance to receive and to pay for the services for Three (3) full years. If the Agreement is canceled during the initial term, the Customer agrees to pay the following early termination fee: 50% of balance due for the remainder of the term.
7. In the event of a catastrophic failure in which the Golden West Platinum Backup Appliance is damaged a recovery service fee of \$1000 plus cost of the Golden West BCDR Appliance and any shipping and handling will be charged to the Customer. In addition actual costs of providing assistance in regard to a replacement Golden West BCDR Appliance will be billed at standard time and material rates
8. Except for the Golden West BCDR Appliance, Customer hardware replacement cost and the cost associated with hardware replacement fall outside this Agreement.
9. This Agreement includes support for Windows and Linux Server Operating Systems only. Data to be backed up may not reside on client desktop and/or laptop machines.
10. Any additional equipment deemed necessary to provide continued support for this service will be billed to the Customer if a cost is incurred for this equipment by Golden West Technologies.

Included in original Master Service Agreement: Yes No

11 F.

From: Fluck, Lisa
Sent: Monday, November 28, 2022 8:37 AM
To: Monika Serviss
Cc: Reynolds, Teri; Wedge-Merrill, Sarah
Subject: RE: 2023 Election

Hello Monika. I am the former school business manager and am helping the business office on a part-time basis. Robert is on an extended leave due to some health issues. Teri Reynolds and Sarah Wedge-Merrill also work in the business office, and I am copying them on this email. Yes, the school always combines with the town elections on the first Tuesday after the first Monday in June (June 6). I have no reason to believe they would do anything different; however, they don't make that official motion until their January meeting, as required by law. I would say go ahead and have your board approve combining elections whenever you need to do that. After the January meeting, we can get you a combined election agreement that we've used in the past. Let us know if you have any other questions.

Thank you,
Lisa Fluck
(605) 890-1404

Confidentiality Notice: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is confidential. This email communication and any attachments may contain proprietary and privileged information for the use of the designated recipient(s) named above. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Monika Serviss <monika@hermosasd.com>
Sent: Friday, November 25, 2022 3:24 PM
To: Baty, Robert <Robert.Baty@k12.sd.us>
Subject: [EXT] 2023 Election

Caution: This email originated from outside the K-12 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Robert,
I am the new Finance officer for the Town of Hermosa. I am writing in regards to 2023 election. We are planning the election for the town on June 6th. I know we did a combined election with the District in 2021 so was wondering if you have any details on the upcoming election yet? Would be great if we get the confirmation to combine the elections or not by 12/05/22.
Appreciate your time.

Monika Serviss

Finance officer
Town of Hermosa

11 F.

2023 MUNICIPAL ELECTION CALENDAR

The dates to the right are the **only date options** for annual municipal elections. **There are no other date options.** The school may request to combine with you on any of these dates. Both jurisdictions have to agree to combine.

	APRIL 11	JUNE 6	JUNE 20
	Second Tuesday in April (a school may combine with you on this date)	First Tuesday after the first Monday in June (may combine with School)	Must combine with the school on the third Tuesday in June
Deadline for the governing board to establish the election date if they choose a different date than the 2nd Tuesday in April. (9-13-1 & 9-13-1.1 & 9-13-1.2 & 13-7-10)	No later than January 14	No later than January 14	No later than January 14
Publish notice of vacancies and time and place for filing petitions each week for two consecutive weeks. (9-13-6, 9-13-40 & 05:02:04:06 & 13-7-5) (NOTE: confirm that all notices have been received and published by the paper: ask for a confirmation email)	Between the dates of January 15 th & 30 th	Between the dates of Feb. 15 th & March 1 st	Between the dates of March 15 th & 30 th
Earliest date for candidate to sign the declaration of candidacy, to begin petition circulation and earliest date to file nominating petition. (9-13-9, 9-13-40, 9-13-37, 13-7-6; 05:02:08:13 and 05:02:08:11)	January 27 th	March 1 st	April 11 th
Deadline for filing nominating petition. If this is a Friday , please plan accordingly to be available to accept petitions. Registered mail is acceptable if postmarked by the deadline date and time. (9-13-7, 9-13-40, 9-13-37, 13-7-6)	(FRIDAY) Feb. 24 th 5:00 pm	(TUESDAY) March 28 th 5:00 pm	(FRIDAY) May 12 th 5:00 pm
Deadline for submission of written request to withdraw candidate's name from nomination. If you will not have an election, you DO NOT have to publish anything further or notify our office. (9-13-7.1, 13-7-7 & 05:02:07:05) Remember to issue certificates of election. See page 2 for more info.	Feb. 24 th 5:00 pm	March 28 th 5:00 pm	May 12 th 5:00 pm
Deadline for Candidates, in first class municipalities only , to file the <u>Candidate Financial Interest Statement</u> with the person in charge of the election. (12-25-30) A sample form can be found at sdsos.gov .	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition	Within 15 days of filing nominating petition
Have you ordered your election kit? McLeod's Printing in Mitchell (605-996-5151) is the only company in SD that sells election kits. Check to see if you need to order absentee ballot combined envelopes. Absentee materials may not be included in the election kit. (05:02:10:01.03)	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins	Order so you receive before absentee voting begins
Once you know you have an election, you must draw for candidate order on the ballot. Each candidate or candidate representative may be present. (9-13-21)	Draw after petition filing deadline	Draw after petition filing deadline	Draw after petition filing deadline
Have your governing board appoint your Election Board. (9-13-16.1 & 05:02:05:11.01). You may use high school seniors (<i>must be 18 years old</i>). (13-27-6.1) Compensation for the election board. (9-13-16.1) The county auditor may have election worker names.	Anytime	Anytime	Anytime
First publication of voter registration notice. Must be published for two consecutive weeks. (12-4-5.2 & 05:02:04:04)	Between the dates of March 6 th & 10 th	Between the dates of May 1 st & May 5 th	Between the dates of May 15 th & May 19 th
Second publication of voter registration notice. The last publication to be not less than ten nor more than fifteen days before the deadline for registration. (12-4-5.2 & 05:02:04:04)	Between the dates of March 13 th & 17 th	Between the dates of May 8 th & 12 th	Between the dates of May 22 nd & May 26 th
Deadline for voter registration. (12-4-5)	March 27 th by 5:00 pm	May 22 nd by 5:00 pm	June 5 th by 5:00 pm

Absentee ballots must be made available no later than 15 days prior to the election (9-13-21). Sample ballots must be printed on yellow paper and we encourage you to put the word SAMPLE on the sample ballot. The paper ballot form can be found at 05:02:06:12.	March 27 th	May 22 nd	June 5 th
Publish notice of election that needs to be published each week for two consecutive weeks. First publication must be at least 10 days before the election. (9-13-13 & 05:02:04:08) (Note: May 29 th is Memorial Day)	Weeks of March 27 th & April 3 rd	Weeks of May 22 nd & May 29 th	Weeks of June 5 th & June 12 th
Publish facsimile ballot in the calendar week before the election. The calendar week falls from the Monday to the Saturday of the week prior to the Tuesday of Election Day. (9-13-13 & 12-16-16.2 talks about the size for publication)	Week of April 3 rd	Week of May 29 th	Week of June 12 th
If using optical scan ballots: Not more than ten days prior to an election, the person in charge of the election shall conduct a test of the automatic tabulating equipment. <u>Notice of the test, must be published at least 48 hours prior to the test.</u> (12-17B-5 & 05:02:09:01.01)	Conduct test anytime between April 3 rd - 10 th	Conduct test anytime between May 29 th - June 5 th	Conduct test anytime between June 12 th - 19 th
Deadline for a voter to absentee vote in-person.	April 10 th by 5:00 pm	June 5 th by 5:00 pm	June 19 th by 5:00 pm
A voter, who is confined due to sickness or disability, may request an absentee ballot via authorized messenger until 3:00 pm the day of the election. The ballot must be returned to you in time for your or your staff to get it to the proper polling location by 7:00 pm (local time).	APRIL 11 until 3:00 pm	JUNE 6 until 3:00 pm	JUNE 20 until 3:00 pm
ELECTION DAY. Polls open 7:00 am to 7:00 pm. (9-13-1, 13-7-10) The person in charge of the election MUST BE AVAILABLE from 7:00 am until the ballots have been counted and all election materials and supplies have been returned to person in charge of the election.	APRIL 11	JUNE 6	JUNE 20
Deadline for official canvass. (9-13-24)	April 18 th	June 13 th	June 27 th
Issue certificates of election. (9-13-5 & 9-13-28; 05:02:15:08 & 05:02:15:09) (<i>Appointed candidates do not receive a certificate.</i>)	Within 2 days after canvass	Within 2 days after canvass	Within 2 days after canvass
In a first class municipality, an official must file an Elected Official Financial Interest Statement (3-1A-4). The financial interest statement is filed with the person in charge of the election and a sample form can be found at sdsos.gov .	Within 15 days of taking oath of office	Within 15 days of taking oath of office	Within 15 days of taking oath of office

Oaths of Office: There is nothing in Administrative Rule that outlines the form/wording of an oath of office. Please work with your (city or school, depending on which calendar) attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference [SDCL 9-14-5](#) for qualifying for office.

Note: If the municipal election is combined with a school election on a date other than the 2nd Tuesday in April, all dates follow [SDCL 13-7](#) (except when combined with the county for a primary election). Additional information on combining elections may be found at: <https://sdsos.gov/elections-voting/assets/CityandSchoolcombinedelectionQ&A.pdf>

Ballot colors for combined elections: If combining, one ballot must be white, and the other jurisdiction will use a contrasting color (**do not use yellow** as that is the color for sample ballots). [05:02:06:18](#)

Notify County Auditor: Contact your county auditor when you know you will have an election and ask if he/she can be available from 7:00 am to 7:00 pm on that date to answer questions regarding voter registration. ([SDCL 7-7-2](#))

Missed Election Notices: We do encourage any jurisdiction that misses a publication to try to get it published and post the notice around their jurisdiction. The notice would still be considered late and the election could still be challenged. Make sure to contact your city attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (**NEW: Finance Officers are required by law to do this for candidate petitions**), per [05:02:08:00](#), go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's Election Team and we will provide one to you. Elections@state.sd.us

First Class Municipalities: Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Vermillion, Watertown and Yankton.

Home Rule Municipalities: Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

Contact a member of the Secretary of State's Election Team with any questions at Elections@state.sd.us or 605-773-3537.

Additional **election information** can be found at: <https://sdsos.gov>. Click on **Elections & Voting** then the **City/School Resources** button.

Notary Application Instructions

Following these steps will help to ensure a complete application and timely approval. Failure to complete these steps accurately will cause the rejection of your application and a delay in receiving your commission.

1) Obtain your Notary Seal.

- Can be a rubber or embossing stamp, shaped as a circle, square or rectangle, that reflects your name **EXACTLY** as you will be commissioned and as you will sign when notarizing.
- Must include your name and the words “Notary Public” and “South Dakota” and if the seal is a rubber stamp it must also include the word “seal”.
- DO NOT include an expiration date inside the border of the seal – it must be **OUTSIDE** of the border.

2) Complete the Notary Application.

- Make a legible imprint of your seal in the box. If you have two seals, include both on the application or a separate sheet.
- Complete your name **EXACTLY** as it appears on your seal.
- The residence address **MUST** be your physical address. A post office box, business address or your mailing address alone is not acceptable. If your mailing address is different than your residence address, enter the address, city, state, and zip.
- Complete the questions regarding if you have been a South Dakota Notary, your date of birth and whether you have ever been convicted of a felony. **NOTE: Failure to answer any of these questions correctly or leaving them blank will cause your application to be rejected.**
- If you reside at an address in an out-of-state county bordering South Dakota, complete the Employer/Business Name and South Dakota Business Address. This **MUST** be a South Dakota address.

3) Complete the Oath portion of the application

- Enter the county where the oath is signed.
- Enter your name **EXACTLY** as it is on your seal and as it is entered in the top section.
- Date and sign the Oath with your name **EXACTLY** as it appears on your seal.

4) Complete the Bond information

The Attorney General’s office requires a \$5,000 Notary Public Bond to accompany the application. This bond would cover any unlawful acts performed with your notary commission. The bond can **EITHER** be a \$5,000 Surety Bond issued by an insurance company **OR** an individual personal surety.

Surety Bond

- For a six-year, \$5,000 surety bond, contact a local insurance company to obtain a policy.
- Complete the Bond section of the application, listing your name exactly as it appears on your seal and as it is entered in the top section.
- Enter the Bond Number.
- Date the section.
- **BOTH** you and the surety must sign. Your signature must be **EXACTLY** as it appears on your seal.
- Do not complete the personal surety page of the application.
- If you prefer the personal surety, do not complete this section.
-

Personal Surety

- A personal Surety can be a friend, relative, spouse or co-worker who will sign on their own behalf and be liable for your \$5000 bond if you perform any unlawful acts with your notary commission. A personal surety must be an individual and **CANNOT** be a company, business or organization.
- Complete the Personal Surety Form by entering your name and your county of residence.
- Enter your personal surety’s full name, county of residence and full address.
- You (the notary) and your Personal Surety must **BOTH sign and date** the form in front of a **Notary Public who is NEITHER you nor your personal surety.**
- The Notary must notarize **BOTH** signatures and include the proper information in **BOTH** sections.
- A personal surety **CANNOT** have their name removed.

5) Enclose the \$30 filing fee and send completed application to the Secretary of State’s address listed on the form.

ONLY after you have received a Notary Commission Certificate issued by the Secretary of State are you authorized to notarize documents.

Should you have any questions, contact our office at 605/773-3537 or email Notary@state.sd.us.

Personal Surety Form

Know all by these presents: That we, _____ (Notary applicant's name **EXACTLY** as it appears on your seal imprint), of the County of _____ and the State of South Dakota, as principal, and _____ (Personal Surety's name – must be an individual, not a business), County of _____, _____ (Address, City, Zip), State of South Dakota, as surety, are individually held firmly bound unto the State of South Dakota in the penal sum of five thousand dollars, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators and successors. Further, each of us deposes and says individually that we are worth \$5000, the amount of the bond, over and above our debts and liabilities, in unencumbered property, exclusive of property exempt from execution and forced sale under the laws of this state.

The conditions of this obligation are such that, if the above principal, _____ (Notary applicant's name **EXACTLY** as it appears on your seal imprint), who has or will be appointed Notary Public in the State of South Dakota, shall faithfully execute the duties of the office according to law, then this obligation shall be null and void, otherwise to remain in full force and effect.

Dated this _____ day of _____, 20 _____

Applicant's Signature
(**EXACTLY** as it appears on the seal imprint)

Subscribed and sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public
My commission expires: _____

Dated this _____ day of _____, 20 _____

Personal Surety's Signature

Subscribed and sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public
My commission expires: _____

PLEASE NOTE:

A personal surety is liable for the bond for the six-year commission of the notary.

A personal surety cannot have the personal surety's name removed from the bond for any reason.

A personal surety or the applicant cannot notarize the Personal Surety Form.

Annexation Responses - 12-19-2022

12. A

Name	Signed/Return	Yes	No
Kelly, William	X		X
Teller, Jerod	X	X	
Stinson, Richard	X		X
Summervold, Pam	X		X
Usera, Roland-Fairgrounds & Gumbo Lily	X		X
St. Michael's Catholic Church	X		X
Brengle, Lane	X		X
Lesnick, Peggy	NO		X
Simpson, Ryan & Breezy	X		X
Wooden Shoe Ranch	X		X
Phillip, Roberta	X		X
Schottmuller, Jerome	X		X
Fried, Lynda	X	X	
Waner, Alan & Doreen	X	X	
American Legion Post #303	X		
Priem, Joshua	X	X	
Gomez, Trisha	X		
Starr, Brian	X		
Stenquist, Dale	X		
Bucholz, Roger	X		
Sjomeling, Kathern	X		
Teller, KJ	X		X
Quinn, Don Jr.	X		
Hermosa Seventh Day Adventist	X	X	
Barnier, Greg	X		
Corr, Jack & Melissa	X		
SD Dept of Transportation	X		
Upton, Jerry	X		X
Gabel, Tom	X		
Leonard, Wyone	X		
Thomas, James	X		
Custer County	X		
Nelson, Danny	X		
McLaughlin, Dawn	X		
Neugebauer, Joy	X		
Gomez, Esther			
New Horizon, LLC			
Preble, Dawn			
Burgers, Leith			X
Kobza, Davina & Jamie			
Gomez, Esther	Insufficient address		
	34	5	14
Fairgrounds Place			

13.C

**ORDINANCE NO. 2.074A
SUPPLEMENTAL 2022 APPROPRIATIONS ORDINANCE**

Be it ordained by the Town of Hermosa that the following sum is supplementally appropriated to meet the obligations of the municipality.

The Board allocates and appropriates an additional \$524,150.00 to the original 2022 Budget Ordinance as follows:

		General Fund
4210 - LAW ENFORCEMENT	\$	3,200.00
4210 - FINANCE	\$	2,500.00
4141 - PROFESSIONAL FEES EXPENSE (ATTORNEY)	\$	40,000.00
4196 - PROFESSIONAL FEES EXPENSE (ENGINEER)	\$	24,000.00
4310 - STREETS	\$	8,250.00
4323 - GARBAGE	\$	4,200.00
 TOTAL APPROPRIATIONS	 \$	 <u>82,150.00</u>

SOURCE OF FUNDING:

Unassigned Fund Balance	\$	<u>82,150.00</u>
-------------------------	----	------------------

SOURCE OF FUNDING:

602-WATER FUND BALANCE	\$	195,000.00
604-SEWER FUND BALANCE	\$	247,000.00
	\$	<u>442,000.00</u>

TOTAL APPROPRIATIONS	\$	524,150.00
-----------------------------	-----------	-------------------

Approved: Town of Hermosa, Board of Trustees

By _____

Dan Holsworth, President

ATTEST:

Monika Serviss, Finance Officer

First reading: 12-06-22, Second reading: 12-20-22

13.D.a

AN ORDINANCE TO AMEND THE TOWN OF HERMOSA ORDINANCE CHAPTER 52: GARBAGE AND REFUSE BY REVISING §52.03 YARD WASTE COLLECTION TO DEFINE YARD WASTE COLLECTION LIMITING TO RESIDENTS ONLY FOR PURPOSES OF THE TOWN OF HERMOSA ORDINANCES CHAPTER 52.

BE IT ORDAINED BY THE TOWN OF HERMOSA BOARD OF TRUSTEES THAT THE TOWN OF HERMOSA AMENDS THE TOWN OF HERMOSA ORDINANCE CHAPTER 52 BY REVISING §52.03 YARD WASTE COLLECTION TO DEFINE YARD WASTE COLLECTION LIMITING TO RESIDENTS ONLY FOR PURPOSES OF THE TOWN OF HERMOSA ORDINANCES CHAPTER 52:

CHAPTER 52: GARBAGE AND REFUSE

§ 52.03 YARD WASTE COLLECTION.

Yard waste collection is limited to residents who live within municipal town limits. ~~persons who have garbage service with the town.~~ Yard waste will not be collected for disposal, it must be delivered without any container to the yard waste disposal containers located on 1st Street. No yard waste shall be commingled with any trash, rubbish, infectious or hazardous waste, or other non-yard waste materials.

(Ord. passed 6-19-2018)

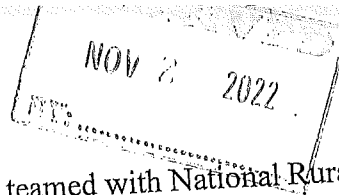
13.D.6.

AN ORDINANCE TO AMEND SECTION 153.01(C)(2) OF THE TOWN OF HERMOSA ORDINANCES TO REMOVE THE POSSIBILITY OF ISSUING A VARIANCE ON THE 20 YEAR MANUFACTURED HOME REGULATION

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HERMOSA TO ENACT AN ORDINANCE TO AMEND SECTION 153.01(C)(2) OF THE TOWN OF HERMOSA ORDINANCES TO REMOVE THE POSSIBILITY OF ISSUING A VARIANCE ON THE 20 YEAR MANUFACTURED HOME REGULATION

§153.01(C) (2) No mobile home shall be placed within the town limits that was manufactured more than 20 years before the date of application. A variance may be issued upon approval of the Board of Trustees.

Subject: South Dakota PFAS Cost Recovery Program



13.F

South Dakota Association of Rural Water Systems has teamed with National Rural Water Association to make you aware of a PFAS Cost Recovery Program that we strongly encourage your utility to register into, at no cost, to protect your utility and rate payers from a PFAS contamination financial burden.

As background, when the 2016 health advisory was issued by U.S. EPA, the National Rural Water Association Board of Directors, which is comprised of a National Director from all 50 state affiliates including SDARWS, voted to engage the Napoli Shkolnik law firm to file a cost recovery action that would allow all utilities to register and recover any current and projected future expenses for testing, treatment and remediation due to PFAS contamination upon any potential settlement or judgement in your favor. For clarification, this is not a class action lawsuit as there are multiple classes of plaintiffs, thus they are combined into what is called multidistrict litigation. The three points we want to stress to utilities are:

1. The action is cost recovery, not punitive.
2. The litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them.
3. There is zero upfront cost to register the utility onto the cost rolls, however, a system must be registered prior to any settlement or judgement being reached in order to benefit. While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway. The recently announced revised health advisory from EPA will further place pressure on a potential settlement being reached.

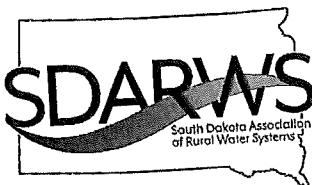
There is no threshold or cost to register onto the cost recovery rolls, we encourage all systems to register and protect their system and ratepayers from a potential increased financial burden. Systems should register regardless of testing or detection status. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; the EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion. The EPA is in the process of establishing an enforceable maximum contaminant level (MCL) under the Safe Drinking Water Act, which essentially means that a system with any level of detection is likely to be out of compliance with the federal standard. Finally, EPA is planning to designate PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). All these factors raise the potential for a large financial impact if these forever compounds are detected at your utility.

The South Dakota Association of Rural Water Systems encourages you to take the first step and register your utility at www.napolilaw.com/nrwa-pfas.

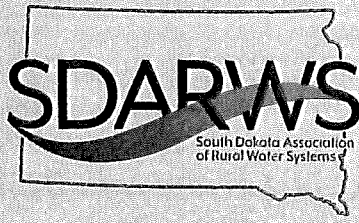
Sincerely,
Kurt Pfeifle, Executive Director

Hank Naughton, Partner



...approved by Chuck Ferguson, vote: all ayes, motion carried. The agreement for performance of services

~~For non-compliance of land Application~~



PFAS Cost Recovery Program

The South Dakota Association of Rural Water Systems and the National Rural Water Association engaged the law firm of Napoli Shkolnik to file a cost recovery action to provide water and wastewater systems the opportunity to recover any current or future expenses for testing, treatment and remediation of PFAS contamination. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; we encourage all systems to register NOW!

NO COST

- Zero upfront cost to register the utility onto the cost rolls.
- A system must be registered prior to any settlement or judgement being reached in order to benefit.

DON'T MISS OUT

- While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway.

NO TESTING REQUIRED

- There is no threshold or cost to register onto the cost recovery rolls.
- Systems should register regardless of testing or detection status.

COMPLY WITH GUIDELINES

- The EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion.
- A system with any level of detection is likely to be out of compliance with the federal standard.

HOW TO REGISTER AND PROTECT YOUR UTILITY FROM OUT-OF-POCKET COSTS:



Call Hank Naughton, Managing Partner at 978-852-3643.



Email Hank Naughton, Managing Partner, at hnaughton@napolilaw.com



Register at www.napolilaw.com/nrwa-pfas

Formal presentations are available to your utility and can be arranged by contacting Hank Naughton at hnaughton@napolilaw.com or 978-852-3643.



NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

13.F



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF SOUTH DAKOTA GENERAL ARBITRATION STATUTE

Town of Keystone, South Dakota (Client), retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl and related substances (PFATTTTS/PFOA), 1,4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

1. **FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

2. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. **COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	-\$ 10.00
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly

or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. SOUTH DAKOTA OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of South Dakota or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of South Dakota or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in South Dakota. This arbitration provision shall be enforceable in either federal or state court in South Dakota pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such

arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Court in South Dakota having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____,
20____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE SOUTH DAKOTA GENERAL ARBITRATION STATUTE**

(Name of Client)

NAPOLI SHKOLNIK,
PLLC

By: _____

Printed Name

Email Address:

Title: _____

Printed Name of
Attorney

Address: _____

Phone:

CONTACT INFORMATION

Client:

Main contact person:

Phone number:

Email address:

Address:

Legal **counsel:**

Phone number:

Email address:

Address:

Public Works **Superintendent:**

Phone number:

Email address:

Address:

Environmental Engineering Firm (if applicable):

Phone number:

Email address:

Address:

GENERAL INFORMATION

1. Have you tested for PFAS and received positive results?

Circle One: YES NO

IF YES, please attach any Reports that include results and data for all tests that you have conducted related to the presence of PFAS contamination.

2. Has there been any known usage of AFFF or Class B firefighting foam in the area (fire extinguishing, fire department training, etc.)?

Circle One: YES NO

If YES, who used them and (if known) what type(s) of AFFF were used?

3. Are there or have there ever been any airports nearby?

Circle One: YES NO

If YES, what are/were they?

4. Are there any military bases or military training facilities nearby?

Circle One: YES NO

If YES, has there been any AFFF usage there?

Circle One: YES NO

Are there any PFAS testing results available of groundwater, surface water or soil (circle all that apply)?

5. Do you know of any facility that may be storing AFFF, such as airports, fire departments or fire training facilities?

Circle One: YES NO

If YES, what are they?

6. Do you know of any local landfills or recycling centers?

Circle One: YES NO

If YES, please list them:

7. Are you aware of any other potential source of PFAS contamination?

Circle One: YES NO

If YES, please provide a list:

8. Have you received/issued any Drinking Water Advisories related to PFAS?

Circle One: YES NO

9. Have you received/issued any Fish Consumption Advisories related to PFAS?

Circle One: YES NO

10. Have you obtained any recovery or reimbursement of funds for investigation, testing, or remediation from any other entities (public or private) in connection with the alleged presence of PFAS in that water system?

Circle One: YES NO

If YES, please provide details:

IF YOU OPERATE A WASTE STORAGE FACILITY, LANDFILL, OR RECYCLING CENTER, PLEASE ANSWER THE FOLLOWING:

1. Do you treat effluent/leachate internally or is it sent to a wastewater treatment plant?

Which Wastewater Treatment Plant: _____

* If you treat the effluent/leachate internally, please refer to the Wastewater Treatment questions.

2. Have you ever had failures of the landfill liner that led to leachate seeping or seepage of leachate outside the bounds of this liner?

Circle One: YES NO

IF YOU OPERATE A DRINKING OR WASTEWATER TREATMENT PLANT, PLEASE ANSWER THE FOLLOWING:

1. Is the water treatment facility equipped with a method for treating water that is capable of removing PFAS contamination?

Circle One: YES NO

If YES, please specify:

2. Do you use biological treatment processes at your facility?

Circle One: YES NO

3. Do you dispose of treated biosolids (circle all that apply):

Sell for agricultural purposes

Send to a landfill

Other:

4. Do you test effluent biosolids for PFAS?

Circle One: YES NO

**Thank you for taking the time fill out this
information sheet!**

CONTACT INFORMATION

Client: _____

Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

Legal counsel: _____

Phone number: _____

Email address: _____

Address: _____

Public Works Superintendent: _____

Phone number: _____

Email address: _____

Address: _____

Environmental Engineering Firm (if applicable):

Phone number: _____

Email address: _____

Address: _____

GENERAL INFORMATION

1. Have you tested for PFAS and received positive results?
Circle One: YES NO

IF YES, please attach any Reports that include results and data for all tests that you have conducted related to the presence of PFAS contamination.

2. Has there been any known usage of AFFF or Class B firefighting foam in the area (fire extinguishing, fire department training, etc.)?

Circle One: YES NO

If YES, who used them and (if known) what type(s) of AFFF were used?

3. Are there or have there ever been any airports nearby?

Circle One: YES NO

If YES, what are/were they?

4. Are there any military bases or military training facilities nearby?

Circle One: YES NO

If YES, has there been any AFFF usage there?

Circle One: YES NO

Are there any PFAS testing results available of groundwater, surface water or soil (circle all that apply)?

5. Do you know of any facility that may be storing AFFF, such as airports, fire departments or fire training facilities?

Circle One: YES NO

If YES, what are they?

6. Do you know of any local landfills or recycling centers?

Circle One: YES NO

If YES, please list them:

7. Are you aware of any other potential source of PFAS contamination?

Circle One: YES NO

If YES, please provide a list:

8. Have you received/issued any Drinking Water Advisories related to PFAS?

Circle One: YES NO

9. Have you received/issued any Fish Consumption Advisories related to PFAS?

Circle One: YES NO

10. Have you obtained any recovery or reimbursement of funds for investigation, testing, or remediation from any other entities (public or private) in connection with the alleged presence of PFAS in that water system?

Circle One: YES NO

If YES, please provide details:

IF YOU OPERATE A WASTE STORAGE FACILITY, LANDFILL, OR RECYCLING CENTER, PLEASE ANSWER THE FOLLOWING:

1. Do you treat effluent/leachate internally or is it sent to a wastewater treatment plant?

Which Wastewater Treatment Plant: _____

* If you treat the effluent/leachate internally, please refer to the Wastewater Treatment questions.

2. Have you ever had failures of the landfill liner that led to leachate seeping or seepage of leachate outside the bounds of this liner?

Circle One: YES NO

IF YOU OPERATE A DRINKING OR WASTEWATER TREATMENT PLANT, PLEASE ANSWER THE FOLLOWING:

1. Is the water treatment facility equipped with a method for treating water that is capable of removing PFAS contamination?

Circle One: YES NO

If YES, please specify:

2. Do you use biological treatment processes at your facility?

Circle One: YES NO

3. Do you dispose of treated biosolids (circle all that apply):

Sell for agricultural purposes

Send to a landfill

Other: _____

4. Do you test effluent biosolids for PFAS?

Circle One: YES NO

Thank you for taking the time fill out this information sheet!



**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

Leading the Fight Against Environmental Contamination

More than 1500 drinking water systems across the U.S. may be contaminated with PFOA and PFOS.

According to a May 2018 Environmental Working Group (EWG) Report.

Studies have Shown

PFOA and PFOS can cause "reproductive and developmental, liver and kidney, and immunological effects in laboratory animals... Both chemicals have caused tumors in animal studies."

What are PFAS?

Per- and Polyfluoroalkyl Substances (PFAS) are a group of man-made chemicals that are known as "Forever Chemicals" due to their persistence and stability in the environment. The most common chemicals in this group include Perfluorooctanoic acid (PFOA) and Perfluorooctane sulfonic acid (PFOS).

Potential Contamination Sources

- ◆ Landfills
- ◆ Firefighting Facilities
- ◆ Airports
- ◆ Bio Solid Disposal on Land
- ◆ Manufacturer



This chemical cannot be boiled out of the water.

In fact, boiling contaminated water only further concentrates the chemical.

PFAS include but are not limited to:

- ◆ Perfluorobutyric acid (PFBA)
- ◆ Perfluorohexanoic acid (PFHxA)
- ◆ Perfluoroheptanoic acid (PFHpA)
- ◆ Perfluorooctanoic acid (PFOA)
- ◆ Perfluorononanoic acid (PFNA)
- ◆ Perfluorodecanoic acid (PFDeA)
- ◆ Perfluoroundecanoic acid (PFUA)
- ◆ Perfluorobutane sulfonic acid (PFBS)
- ◆ Perfluorohexane sulfonic acid (PFHxS)
- ◆ Perfluorooctane sulfonic acid (PFOS)
- ◆ Perfluorododecanoic acid (PFDoA)
- ◆ Perfluorooctane sulfonamide (PFOSA)

“Every level of government—federal, Tribal, state, and local—needs to exercise increased and sustained leadership to accelerate progress to clean up PFAS contamination, prevent new contamination, and make game-changing breakthroughs in the scientific understanding of PFAS.”

EPA PFAS Strategic Roadmap

Banned Chemicals

Production or importation of PFOS-based firefighting foams has already been banned in the US, Canada, the EU, Australia, and Japan.

Exposure

People can be exposed to PFAS through food, drinking water, and/or biodegradation of consumer products. These contaminants are readily absorbed by the body and, once ingested, may persist in the body for long periods of time.

Where are PFAS found?

- ◆ Firefighting Foams
- ◆ Firefighter turnout gear
- ◆ Treated clothing that is stain resistant or waterproof
- ◆ Fast food or packaged food containers, such as french fry boxes, pizza boxes, hamburger wrappers, and microwave popcorn bags
- ◆ Makeup and personal care products, such as dental floss, pressed powders, nail polish, and shaving cream with ingredients that have ‘perfluoro’ in the name
- ◆ Floor care products
- ◆ Cleaning products

How much PFAS have you been exposed to?

Studies estimate 18–80 million people in the U.S. receive tap water containing at least 10 ng/L of PFOA and PFOS, and more than 200 million people receive water with concentrations of at least 1 ng/L.

David Q. Andrews, Olga V. Naidenko, Population-Wide Exposure to Per- and Polyfluoroalkyl Substances from Drinking Water in the United States, *Environmental Science & Technology Letters* 2020 7 (12), 931–936, DOI: 10.1021/acs.estlett.0c00713, <https://doi.org/10.1021/acs.estlett.0c00713>

MILITARY PERSONNEL HEALTH ALERT

Speak with our Veterans Advocacy Group

AFFF Products are used during fire protection, training and response activities. Due to these activities, AFFF was released into surrounding air, soil and groundwater. This caused PFAS exposure and contamination of base water supplies.

ENVIRONMENTAL & HEALTH CONCERNS

"Drinking water systems and public health officials should promptly provide consumers with information about the levels of PFOA and PFOS in their drinking water."

Environmental Protection Agency

Health Alert For Children

Children have greater exposure to PFAS than adults since they drink more water, eat more food, and breathe more air per pound of bodyweight. They can also be exposed to PFAS through crawling on carpets that contain PFAS or have been treated with stain-removing chemicals, or by putting PFAS-containing toys in their mouths.

Source: <https://www.epa.gov/pfas/new-current-understanding-human-health-and-environmental-risks-pfas#:~:text=Because%20children%20are%20developing,increases%20their%20exposure%20to%20PFAS.>

UCMR 5 to Require PFAS Testing

The fifth Unregulated Contaminant Monitoring Rule (UCMR 5) will require all public water supplies serving more than 10,000 people to be tested for 29 PFAS compounds. Systems serving 3,300 to 10,000 people, and 800 representative public water supplies serving fewer than 3,300 will test, subject to availability of appropriations and sufficient laboratory capacity. A few states have already notified systems serving 3,000-10,000 people that they will receive tests paid for by EPA funding.

UCMR is a key provision of the SDWA that helps identify unregulated contaminants present in our drinking water supply. Every five years, EPA publishes a new UCMR to address an updated set of priority unregulated drinking water contaminants. The National Defense Authorization Act for Fiscal Year 2020 (NDAA) (Public Law 116-92) amended SDWA to specify that the Administrator shall include each PFAS in UCMR 5 for which they have validated a drinking water testing method, and that is not subject to a national primary drinking water regulation. The five-year UCMR 5 period spans 2022-2026, with UCMR 5 sample collection beginning in 2023 and continuing through 2025.

Studies have also shown that PFAS exposure during pregnancy and childhood may be associated with decreased birth weight in newborns, reduced response to vaccinations, behavioral problems, impairments in cognitive function, reading skills and attention, bone growth and increased adiposity.

Source: https://www.nichd.nih.gov/health/research/supplies/faq/faq-national-pfah-podcasts/2019/may16_pfas/index.cfm

Human exposure to these toxic substances, through use or contaminated drinking water, can lead to an increased risk for:

- Testicular cancer
- Liver cancer
- Bladder cancer
- Prostate cancer
- Serious thyroid problems
- Kidney cancer
- Pancreatic cancer
- Low birth weight
- Ulcerative colitis
- Preeclampsia

Unless a wastewater system is specifically designed to remove PFAS, it recirculates and distributes these harmful chemicals throughout the environment.

Studies show that Conventional Wastewater Treatment Plants (WWTPs) Do Not Effectively Remove Many Harmful PFAS

Although there has been a steep increase in PFAS research oriented towards drinking water and its effects on the environment, surface water and publicly owned treatment works (POTWs) have received little attention.

Not much is known about the quantities, types, or specific sources of discharged PFAS, yet PFAS continue to be manufactured and used. Furthermore, the EPA has not yet identified all facilities using PFAS, suggesting that there are potentially many more facilities using PFAS than previously thought.

The EPA has also verified that PFAS are present in wastewater from these facilities, which then enter surface water and POTWs. To address these issues, the EPA plans to revise existing guidelines and standards for discharges from facilities that manufacture and use PFAS.

Source: https://www.epa.gov/system/files/documents/2021-09/ow-prelim-elg-plan-15_508.pdf

PFAS are very stable compounds and, unless removed properly, can easily remain in soils or circulate through groundwater and waste water treatment plants for years.

Source: <https://pfas-1.itrcweb.org/2-6-pfas-releases-to-the-environment/>

More than half of sewage solids produced in the country are applied to agricultural lands as fertilizer, much of which contains PFAS. PFAS can then be taken by plants and eaten by animals, thereby entering our food sources.

Source: <https://pfas-1.itrcweb.org/2-6-pfas-releases-to-the-environment/>

The EPA has released their Strategic PFAS Roadmap, which includes Research, Restrict, Remediate

PFAS Strategic Roadmap: EPA's Commitment to Action 2021-2024

https://www.epa.gov/system/files/documents/2021-10/pfas-roadmap_final-508.pdf

Filtration Systems

According to a study conducted by the Water Research Foundation, Granular Activated Carbon (GAC) and Ion Exchange resin (IX) were most effective at removing long-chain PFCs, such as PFOA and PFOS.

Granular Activated Carbon (GAC)

Tests show successful removal of PFOA and PFOS, as well as PFBA, PFPA, PFFH, and PFDA, in groundwater via GAC filtration systems. GAC requires incineration of PFC waste to completely destroy PFOA/PFOS.

Ion Exchange Resin

Ion Exchange Resins (IX) have high adsorption capacities, long operation days, and high PFOS recovery percentages, suggesting that ion exchange resins are suitable materials for removal of PFOS in aqueous solutions, with removal of around 10-90% of PFOA and >90% of PFOS for ion exchange resin.

Many chemical manufacturers have shifted to producing smaller-chain PFAS which have fewer state regulations and awareness, significantly lower removal rates in water treatment systems, and greater mobility in soils.

The sheer number of unique PFAS (almost 5,000) means that to adequately control human exposure to PFAS, they must be regulated as a category rather than individual compounds.

EPA 3 YEAR PLAN

- ◆ Revised Health Advisory (June 2022)
- ◆ Establish a MCL under The Safe Drinking Water Act
- ◆ Declare PFOA/PFOS a Hazardous Substance

TREATMENT & REMEDIATION

Long-term robust treatment & remediation costs should be shouldered by the manufacturers who caused this pervasive contamination.

In order to close the PFAS cycle, treatment systems must be installed at both drinking water and wastewater treatment facilities

What are water treatment options that are currently available?

- ◆ Current water and wastewater treatment options include granulated or powdered activated carbon (GAC/PAC), ion exchange resin, nanofiltration, ozone and photolysis (UV treatment).

Once PFAS is removed from the water, how is it disposed of?

- ◆ Each state will have their own permitted method of disposal but generally, once PFAS are removed, they are either sent to landfills or facilities where they are destroyed (typically via incineration).

How can PFAS be treated if there is soil contamination?

- ◆ PFAS can either be removed from soil via pump and treat methods (using above methods to remove PFAS such as activated carbon or ion exchange), in-situ treatment through oxidation, or excavation and disposal.
- ◆ Another method of treatment is immobilization of PFAS in the soil, where the PFAS are not actually removed from the soil. It is a less expensive option that is typically achieved by injecting and/or mixing activated carbon into the soil.

Is it a heavy metal?

- ◆ No, PFAS do not contain heavy metals. PFAS are synthetically-derived organic compounds containing many fluorine atoms, which make them very stable and persistent in our bodies and the environment.

Will secondary systems have to test too?

- ◆ The EPA has not indicated any such requirement.

THE ENVIRONMENTAL TEAM



Marie Napoli
Partner



Hunter J. Shkolnik
Partner



Paul J. Napoli
Partner



Andrew W. Kroner
Partner



Hank Naughton
Partner



Coral Odio-Rivera
Partner



Veronica Vazquez
Associate



Cristina Rodriguez
Associate



Marissa Font
Associate



Kiara Gonzalez
Associate



Steve Acquario
Of Counsel



Tom Jawin
Environmental Engineer



Sam Wade
Water Consultant

Our Principals

Marie Napoli

Ms. Napoli leads the firm's Environmental Litigation Department and oversees the numerous litigations that the firm handles across the country. Her passion for justice resulted in visiting Washington D.C. in order to push Congress to establish a Victim's Compensation Fund for families exposed to contaminated water. Her fight in the capitol continues as she works to ensure individuals have safe drinking water.

Hunter J. Shkolnik

Mr. Shkolnik has appeared on national networks such as NBC and Fox News to discuss the Water Crises occurring across the country. He is also a sought after speaker on water contamination, Co-Chairing and speaking at numerous litigation conferences focusing on Lead Poisoning. Mr. Shkolnik's legal achievements are industry and peer recognized by Super Lawyers®.

Co-Liaison Counsel in the Flint Water Crisis Litigation by U.S. District Judge Judith E. Levy.

Paul J. Napoli, Partner

Mr. Napoli has litigated extensively on behalf of municipal clients for contamination to land and water supplies resulting from petroleum and related chemical spills. He led the team who obtained more than \$50 Million for environmental contamination of municipal water supplies by leaks of petroleum additive.

Co-Lead Counsel in *In Re: Aqueous Film-Forming Foams Products Liability Litigation* (MDL NO. 2:18-mn-2873-RMG).

Liaison Counsel in the Colorado PFOA/PFOS Toxic Tort Litigation.



Part 139 airports are forced to use and store PFAS-containing foams on premises.

Class B firefighting foams are used to extinguish fires involving flammable and combustible liquids, such as jet fuel.

Aqueous Film Forming Foam (AFFF) is a type of Class B foam that contains extremely high levels of PFAS and is currently the most common and widely used foam of this type. Although the FAA no longer legally requires the storage and use of AFFF at all part 139 airports, they have yet to approve a single non-PFAS containing Class B foam that could be used as a substitute.

Airports across the country are at risk of facing massive financial burdens from contaminated land and drinking water systems that will require remediation. A growing number of general aviation and Part 139 airports are filing lawsuits that seek damages and penalties from the manufacturers of firefighting foam, including The 3M Co., Tyco Fire Products L.P., National Foam, Inc., Buckeye Fire Protection, Chemguard, E.I. Du Pont De Nemours and Company and The Chemours Company.

Through no fault of their own, many airports are finding out that the prior use of foam has contaminated their property and surrounding areas, requiring cleanup.

All AFFF contains PFAS. The only Class B foams that do not contain PFAS are specifically labeled as Fluorine-Free Foams (FFF, or F3). Many AFFF may advertise as "PFOA- and PFOS- free", however they will contain other types of PFAS whose safety is not guaranteed.

“Our firm has a continuing drive to provide the highest level of service to maximize our clients’ potential recovery.”

Paul J. Napoli, Partner

Settlements

\$17.5 Million Settlement

This putative class action was obtained on behalf of individuals in the Town of Peshtigo, WI against chemical manufacturers for PFAS (AFFF) water contamination.

\$60 Million Settlement

Achieved in connection with the MTBE contamination of Municipal Water Supplies in Long Island, New York.

\$11 Million Settlement

For a water district serving over 48,000 residents in an action against several industrial entities for contamination.

\$3.6 Million Settlement

Achieved for a Floridian town whose groundwater was contaminated from a chemical manufacturing plant and industrial properties.

\$7 Million Settlement

Obtained in connection with the MTBE contamination of Municipal Water Supplies in Rhode Island.

Recent Publications

PFAS: A New Frontier for Waste Management and Landfill Leachate
New York State Association for Solid Waste Management (NYSASWM), Summer 2019

Litigation Combats Hazards of Aqueous Film-Forming Foam Products
American Water Works Association (AWWA)
Opflow Magazine, August 2019

PFAS and Their Implications to Landfills
NYSASWM Newsletter: Talk of the Towns & Topics, March 2019

Statute of Limitations in Toxic Tort Cases: CPLR 214-f and Beyond
by Paul J. Napoli and Michelle Greene
New York Law Journal, January 2019

"People, families, and communities are affected by contaminated water. Our firm works towards justice and rebuilding lives and neighborhoods."

Marie Napoli, Partner

Recent Litigation

\$1.1 Billion Opioid Settlement

This settlement was reached with the three largest drug distributors in the New York Opioid Jury Trial, where the firm represents Nassau County.

Paul J. Napoli is Co-Lead Counsel in the New York Opioid Cost Recovery Litigation

Firefighter Lawsuit

The firm has filed a class action lawsuit, on behalf of firefighters exposed to PFAS in firefighting foam from training and response activities, to recover damages and to possibly establish a medical monitoring program.

National Opioid Trial

Representing Lake and Trumbull counties (OH) in this federal bellwether trial, the firm led the trial team that secured a verdict against the national pharmacy chain defendants.

Hunter J. Shkolnik is a member of the Plaintiffs' Executive Committee *In re: National Prescription Opiate Litigation, MDL 2804*

\$626.5 Million Flint Settlement

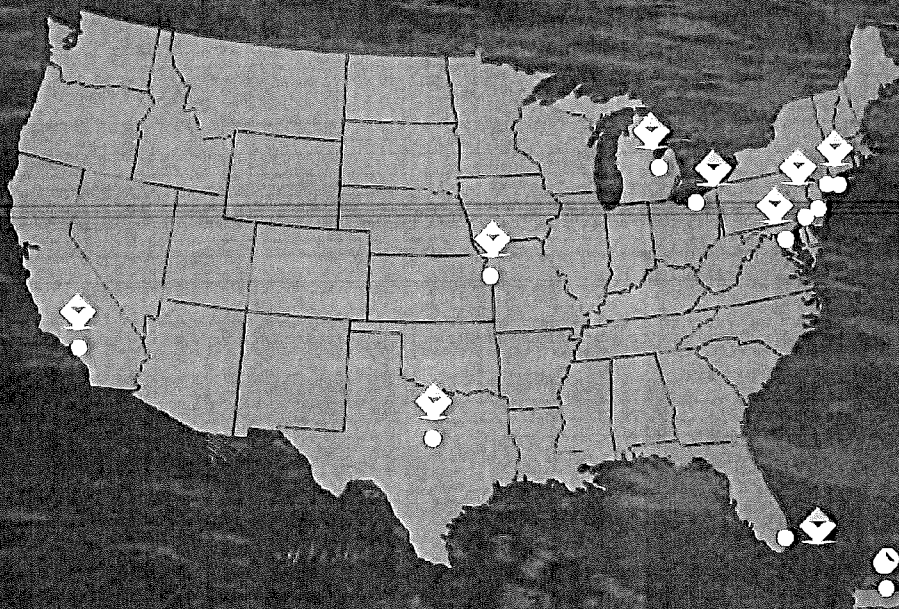
The Court granted final approval for the partial settlement with a number of defendants in the Flint Water Litigation.

\$50 Million Opioid Settlement

Endo Pharmaceutical was accused of the role it played in the opioid epidemic and reached this settlement to exit the New York Opioid Jury Trial.

REPRESENTING YOU NATIONWIDE

- ◆ New York
- ◆ California
- ◆ Delaware
- ◆ Florida
- ◆ Illinois
- ◆ Kansas
- ◆ Maryland
- ◆ Massachusetts
- ◆ Michigan
- ◆ New Jersey
- ◆ Ohio
- ◆ Texas
- ◆ Washington DC
- ◆ Puerto Rico



Contact Us for a Free Evaluation

If you have or had to pay for treatment and remediation and your rate payers are suffering from adverse health effects related to water contamination, you can speak with our attorneys today to learn more about your legal rights.

Things to Know

- ◆ There is no cost to the water district.
- ◆ There are no fees until we are successful.
- ◆ The polluters pay for the remediation, not the rate payers.

REVISED EPA HEALTH ADVISORY

"The updated advisory levels, which are based on new science and consider lifetime exposure, indicate that some negative health effects may occur with concentrations of PFOA or PFOS in water that are near zero and below EPA's ability to detect at this time." – EPA News Release

This new Health Advisory dramatically lowers the advisory level from a combined 70 parts per trillion to 4 parts per quadrillion (.004 parts per trillion) for PFOA and 20 parts per quadrillion (.02 ppt) for PFOS. It also establishes a 10 ppt level for GenX compounds.

**PFAS affects all our natural
resources, daily interactions,
health and ecosystems.**



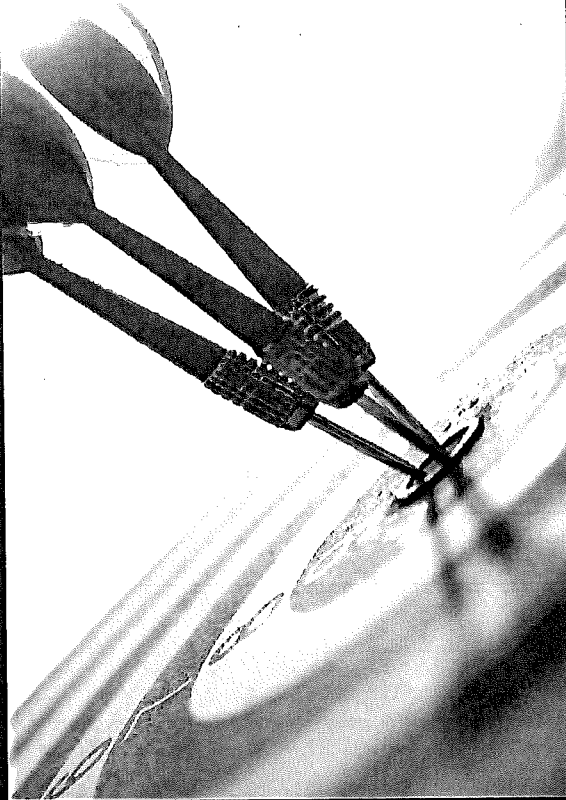
**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

Mission Statement

Our mission is to help our clients, whether they be families, governments, or companies, cope with their losses and their legal needs.

We strive to achieve the best possible outcome for our clients and provide an unparalleled level of service.

We accomplish this by fostering a confident client focused work environment with motivated employees where cooperation thrives and innovation is rewarded.



Polluters need to be held accountable for the contamination their products caused as well as the necessary treatment & remediation; tax payers & rate payers should not bear these costs.

CONTACT US



Copyright © 2022 Napoli Shkolnik Attorneys At Law. All rights reserved.
Attorney advertising. Prior results do not guarantee similar outcomes.



A MESSAGE FROM THE MANAGING PARTNER – HANK NAUGHTON

Re: PFAS Cost Recovery Project: CONFIDENTIAL ATTORNEY WORK PRODUCT

Hoping you are having a great year so far! I'm attaching some information about my firm's work on PFAS Cost Recovery for water and wastewater utilities that I hope you will find both informative and helpful.

After spending twenty-six years in the Massachusetts House representing northern Worcester County, I am proud to have joined Napoli Shkolnik PLLC (Napoli) as Managing Partner of both the Public Client Practice Group and our PFAS Cost Recovery Program. It's always great to speak to those involved in water operations, as my dad spent 40 years with the Clinton Water Department retiring as a working foreman.

As those of you are likely aware, PFAS is getting continued and deeper scrutiny throughout the country.

OUR EXPERIENCE AND LEADERSHIP

Napoli, with over 30 years of experience, has the capability to successfully advise and represent Your community. Our firm has demonstrated, through national leadership roles in numerous mass tort and class action cases, that we have both the financial resources and the legal, human, intellectual, and technological capital to successfully pursue and obtain substantial results to benefit its clients in this PFAS Cost Recovery Program. Notable examples of this expertise include leadership in the current AFFF litigation (Aqueous Film Forming Foam), as well as in Opioid and other related drug and device cases. Our firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firm's recovery contingent upon a successful outcome, in the pursuit of the Your community claims in PFAS contamination matters.

OUR TEAM

The legal team Napoli has committed to this litigation is comprised of five partners (including myself), eighteen associates, as well as paralegal and technology support staff. We maintain low rates of turnover, assuring consistency in our work.

Please let me provide you a few specifics about this firm I've been proud to join. Mr. Paul Napoli will be serving as our primary attorney in this litigation and is nationally renowned for his leadership in the area of environmental mass tort, complex liability cases, and representing municipalities, with more than 25 years of experience. Notably, and specifically important in this case, Paul has been appointed Co-Lead Counsel in the *In re: Aqueous Film-Forming Foams (AFFF) Products Liability Multi District Litigation* (MDL) 2873 by Judge Richard M. Gergel, the District Judge in the District of South Carolina overseeing the AFFF MDL. In short, Paul has been



and will be at the table for every significant decision, procedure and activity in this case. This will mean that our ability to represent the interests of Your community will be front and center.

Mr. Napoli and our team of attorneys tackling this litigation have significant experience in environmental litigation, and is organized to address PFOA contamination, environmental hazards, air pollution, pesticides, hazardous waste, oil spills, water contamination disease clusters, fracking and energy exploration and soil contamination.

INDUSTRY RECOGNITION

Napoli attorneys have been recognized by some of the most prestigious publications, including the “Top 100 Trial Lawyers” and “Top 10 Environmental Trial Lawyers” by National Trial Lawyers. We have also been included in the invitation-only Multi-Million Dollar Advocates Forum® for the numerous multi-million-dollar verdicts and settlements we have been able to secure on behalf of our clients.

Fortune Magazine has recognized Napoli as “America’s Premier Lawyers”, our attorneys are regularly named to Super Lawyers® lists across the country, and the firm was selected as one of the “Best Law Firms in New York” in 2021 by *U.S. News & World Report*. In all, our team is not just able to demonstrate consistency and stability in practice, but rather, exceeding this requirement by demonstrating a stellar track record that would be instrumental in representing Towns in this PFAS Cost Recovery Action and progress.

OUR RESULTS

Napoli Shkolnik PLCC has the capacity to successfully represent Your community in this cost recovery litigation. We are able and prepared, as necessary, to advance and invest considerable resources in time and out-of-pocket expenses necessary for proposed representation cost recovery program. In recent years our firm has successfully resolved and self-funded the following mass litigations:

1. \$816.45 million settlement for World Trade Center recovery workers;
2. \$1.2 billion settlement of pharmaceutical litigation;
3. \$52 million settlement of an MTBE environmental litigation;
4. \$28 million supplemental settlement for World Trade Center recovery workers; and
5. \$10 million+ awarded for asbestos victims.

In a sense, your community is ahead of the curve, having taken action to begin planning and remediating the impact of PFAS/PFOA. This forward-looking action by your administration will help to set you up for success.



OUR RESOURCES

Our firm has the significant resources required to handle the voluminous motion practice and discovery demands which will be required in this lawsuit. We are committed and prepared to fund this complex and expansive litigation leveraging our significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. I ask that you take a moment to consider our success in the past as evidence of our ability to produce an outstanding result for Your community in this case.

I want to again thank you for taking the time to consider Napoli's proposal to represent Your community in this litigation. If I may make one final point, let it be this. If Your community chooses to retain this firm, you will have counsel who is available and accessible, both in person and virtually, always. Additionally, I feel my long experience in the Legislature and State and Federal government will allow me to stay attuned and continue to advise Your community in this quickly changing regulatory environment.

Additionally, Napoli maintains a full-time lobbying component in Washington, DC. We are tracking developments in the infrastructure legislation and other water and related legislation coming out of the House and Senate. Our goal is to keep our clients aware of other funding opportunities in addition to our cost recovery program. We truly feel ours is a full-service law firm.

Please feel free to call me at (978) 852-3643 with any questions and I truly hope we can speak again soon.

All the best,

Hank Naughton

Hank Naughton
Partner

REFERENCES

The below client list is included as documentation of the vast experience Napoli has in representing governmental entities and water and wastewater utilities. In the AFFF MDL, Napoli currently represents over one hundred counties, cities, private and public water district providers, other governmental entities and is Counsel to the National Rural Water Association, and organization with over 31,000 members.

A list of some of these entities with references is below:

Nassau County	Jared A. Kasschau, Esq.	Nassau County Attorney	(516) 571-3056	One West Street Mineola, NY 11501
Hicksville Water District	Nicholas Brigandi	Chairman of the Board	(516) 931-01844	4 Dean Street Hicksville, NY 11801
Town of Southampton	Jay Schneiderman	Supervisor	(631) 287-5740	116 Hampton Road Southampton, NY 11968
City of Dayton	John C. Musto	Chief Trial Counsel, Department of Law, Civil Division	(937) 333-4116	101 West 3 rd Street Dayton, OH 45401
City of Tucson	Mike Rankin		(520) 791-4221 mike.rankin@tucsonaz.gov	255 W Alameda Street Tucson, AZ 85701
Town of Marana	Frank Cassidy	City Attorney Town of Marana Legal Department	fcassidv@maranaaz.gov	11555 W Civic Center Dr Bldg A3 Marana, Arizona, 85653- 7006
Hampton Bays Water District	James Burke	Town Hall	(631) 287-3065 jburke@southamptontownny.gov	116 Hampton Road, Southampton, NY 11968
Southside Water Works and Sewer Board	Brandon Sewell	Maintenance Superintendent	(256) 442-8707	3001 AL-77 Southside, AL 35907
Weirton Water Board	Butch Mastrantoni		(304) 797-8591	200 Municipal Plaza Weirton, WV 26062

Other Environmental Clients past and present relevant to this project include the following:

Albertson Water District	Bethpage Water District	City of Glen Cove Water District Freon Contamination of Supply Wells (2010-2015)	Greenlawn Water District VOC contamination for supply wells (Present)	Manhasset-Lakeville Water District
Aqua NY of Sea Cliff	Carle Place Water District	Garden City Park Water District	Hampton Bays Water District	Oyster Bay Water District
Town of Huntington/Dix Hills Water District VOC contamination for supply wells (Present)	Town of Southampton	Village of Garden City	Village of Mineola	Tampa Bay Water District (Florida)
Pascoag Utility District (Rhode Island)	National Rural Water Association Sam Wade, CEO Emeritus	Hicksville Water District 1,4- Dioxane Contamination of Supply Well #4 VOC Contamination of Supply Well #5 (2013-2014) Perchloroethylene (PERC) Contamination of Supply Well 11-1 (2009- 2012)	Alligator Water and Sewer District (South Carolina) DBCP and EDB pesticide contamination of supply wells (2012-2015)	Methyl Tertiary Butyl Ether (MTBE) Contamination Clients (2001-2014)
Manhasset-Lakeville Water District	Plainview Water District	South Huntington Water District	Tampa Bay Water District (Florida)	City of Crystal River (Florida)
Oyster Bay Water District	South Farmingdale Water District	Town of East Hampton	Homosassa Water District (Florida)	Village of Westbury
Town of Riverhead Water District	Village of Hempstead	Village of West Hempstead Water District		



ACTION ALERT - REVISED EPA HEALTH ADVISORY

PFAS COST RECOVERY PROGRAM

"The updated advisory levels, which are based on new science and consider lifetime exposure, indicate that some negative health effects may occur with concentrations of PFOA or PFOS in water that are near zero and below EPA's ability to detect at this time." – EPA News Release

This new Health Advisory dramatically lowers the advisory level from a combined 70 parts per trillion to 4 parts per quadrillion (.004 parts per trillion) for PFOA and 20 parts per quadrillion (.02 ppt) for PFOS. It also establishes a 10 ppt level for GenX compounds.

These advisory levels are non-enforceable unless a state chooses to enforce them. However, they lay a framework for issuance of a standard under the Safe Drinking Water Act due this fall. Systems with any level of detects are likely to be out of compliance once when that standard is issued.

Take Action now and register, at no cost to your utility, into the Rural Water PFAS Cost Recovery Program to lessen the pending financial burden on your ratepayers. Your utility **MUST** be registered prior to a settlement being reached to recover expenses for testing, treatment, or remediation of PFAS contamination.

REGISTER TODAY



- ❖ The litigation is cost recovery not punitive
- ❖ It is filed against the global manufacturers of the chemicals
- ❖ There is no threshold or cost to register into the cost recover rolls but the registration **MUST** be completed prior to a settlement being reached in order to benefit

Additional information and registration is available at www.napolilaw.com/nrwa-pfas/ or by contacting Sam Wade at Swade@napolilaw.com or at (580) 917-1425.

The **Napoli Shkolnik PFAS Team** is available to make a presentation to your utility and works with your local legal representative to represent your system. Register today and protect your utility and ratepayers.

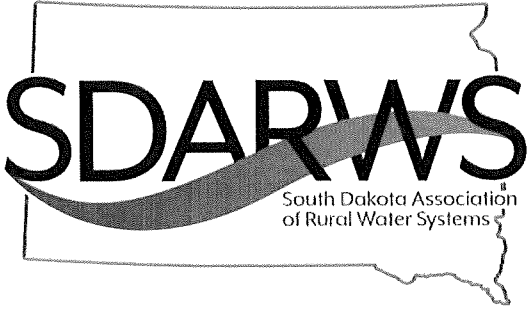


MORE INFORMATION

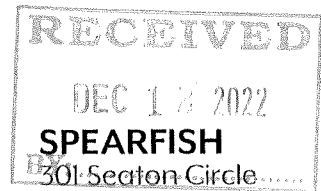
CONTACT US

OFFICES NATIONWIDE

FYI



MADISON
203 Center Street West
PO Box 287
Madison, SD 57042
605-556-7219



SPEARFISH
301 Seaton Circle.....
PO Box 815
Spearfish, SD 57783
605-642-4031

OFFICIAL NOTICE
SDARWS

48th Annual Membership Meeting
January 11, 2023

In accordance with **Article III, Section 3 of the By-Laws**, this is an **Official Notice** that the **Forty-Eighth Annual Membership Meeting of the South Dakota Association of Rural Water Systems** will be held on **January 11, 2023**, beginning at **8:15 am (CT)**, at the Ramkota Hotel & Conference Center, Pierre, South Dakota.

Training sessions are planned at the Ramkota Hotel & Conference Center for water system managers, directors, and system personnel. The Awards Ceremony will be held during the Awards Luncheon on Tuesday, January 10th, at 12:00 pm. We invite and encourage all water system board members to attend. Registration opens at 8:00 am on Tuesday, January 10th. Below is the schedule for the training seminar and events.

TUESDAY, JANUARY 10

10:00 AM

- GALLERY D-E: CATCH LEAKS BEFORE THEY CATCH YOU! – Jo-EI Moore, Kamstrup Water Metering LLC
- GALLERY F: MONOFORM+ – Ryan Horn, HK Solutions Group
- GALLERY G: CERTIFIED STENNER TECHNICIAN SERVICE REPAIR TRAINING – Mike Pontrelli, Stenner Pump Company

10:45 AM

- GALLERY D-E: THE EVOLUTION OF UTILITY LOCATING, TRACER WIRE SPECIFICATIONS, PRODUCTS – Joe Rubbelke, Utility Logic
- GALLERY F: CAPTURING SEDIMENT ON THE GO, ENABLING CLEAN WATER TO FLOW – Corydon J. Coppola, CPESC, Flo Water LLC
- GALLERY G: CERTIFIED STENNER TECHNICIAN SERVICE REPAIR TRAINING – Mike Pontrelli, Stenner Pump Company

12:00 PM

- GALLERY A-B-C: AWARDS LUNCHEON

1:00 PM

- GALLERY A-B-C: KEYNOTE SPEAKER: Holly Hoffman

3:00 PM

- GALLERY D-E: WATER SERVICE LATERAL FITTINGS AND METER APPURTENANCES – Calvin Williams, A.Y. McDonald Mfg. Co.
- GALLERY F: WASTEWATER EFFLUENT MONITORING AND LIMITATIONS OF DISSOLVED SOLIDS – Rachel Kloos, ISG
- GALLERY G: WHAT’S THE RIGHT SCADA SOLUTION FOR YOUR SYSTEM – Damon Chmela, PE, AE2S
- LEWIS & CLARK: WHEN DEMAND EXCEEDS AVAILABILITY: WHERE WILL THE EXTRA WATER COME FROM? – Jay Gilbertson, East Dakota Water Development District
- AMP. II: KEYNOTE BREAKOUT: Holly Hoffman

3:45 PM

- GALLERY D-E: THE IMPORTANCE OF LARGE METER HEALTH – Kali Kocdemir, Olea Edge Analytics
- GALLERY F: MAGNETIC ION EXCHANGE SYSTEMS PRE-TREATMENT – Craig Steve, IXOM Watercare
- GALLERY G: THE COST OF DOING NOTHING – Dewey Prinzing, KLM Engineering

WEDNESDAY, JANUARY 11

48TH ANNUAL MEMBERSHIP MEETING (8:15AM)

(This is the Official Membership Meeting of the South Dakota Association of Rural Water Systems)

8:00 AM

LEWIS & CLARK: WATER SYSTEM SUSTAINABILITY & IMPACTS ON AFFORDABILITY – Jared Huijbregtse, Bartlett & West
L. FRANCIS CASE: CMAR PROJECT DELIVERY – Darin Pfingsten, PKG
AMP I: ANNUAL MEETING
AMP II: IMPORTANCE OF EFFICIENTLY, AND EFFECTIVELY, METERING WATER SYSTEMS WITH NEW AND DIFFERENT TECHNOLOGIES – Matt Kosorok, Metron-Farnier Smart Water Meters

8:45 AM

LEWIS & CLARK: AMMONIA AND MANGANESE – WHAT NOW? – Julie Sievers, ISG
L. FRANCIS CASE: TOWERS – Chad Edwards, Maguire Iron
AMP II: TRANSITION FROM WELL WATER TO TREATED SURFACE WATER – PIERRE CASE STUDY – Delvin DeBoer, AE2S

10:00 AM

LEWIS & CLARK: REGULATORY UPDATE – State Plumbing Commission
L. FRANCIS CASE: TBD – Farrell Anderson, Metering & Technology
AMP I: RURAL WATER CENTER ANNUAL MEETING
AMP II: CYBER SECURITY FOR WATER & WASTEWATER – Anthony Bramante, In Control, Inc.

10:45 AM

LEWIS & CLARK: SD GROWTH – LET'S DO IT RIGHT – Terry Wright, ISG
L. FRANCIS CASE: OVERVIEW OF WATERSMART – Michelle de Leon, US Bureau of Reclamation
AMP II: FUNDING CAPITAL RENEWAL – WHY IT'S NOT JUST ABOUT FUNDING RESERVES – Miranda Kleven, AE2S

1:00 PM

LEWIS & CLARK: ISO CREDIT SUPPLY SYSTEMS – Randy Downs & Rob Holso, Verisk
L. FRANCIS CASE: EARTHTEC QZ FOR MUSSEL CONTROL ST. PAUL, MN – Paul J. Besenti, Earth Science Labs/EarthTec
AMP I: LEGISLATIVE PANEL (STAFF OF SENATOR THUNE, SENATOR ROUNDS, AND REPRESENTATIVE JOHNSON)
AMP II: SRF UPDATE – Mike Perkovich, DANR

1:45 PM

LEWIS & CLARK: IMPACTS OF DROUGHT ON RURAL WATER SYSTEMS – Banner Associates
L. FRANCIS CASE: CASE STUDY: FOUR CORNERS FOG & FOAM CONTROL – Lewis Titus, Titus Wastewater Solutions, Inc.

3:00 PM

L. FRANCIS CASE: VERSATILITY OF FLOATING AERATORS – Lewis Titus, Titus Wastewater Solutions, Inc.
AMP I: LEGISLATIVE PREVIEW, NRWA RALLY ORIENTATION
AMP II: SDWARN UPDATE – Barb Friedeman, SDWARN Board

4:00 PM – 8:00 PM EXHIBIT HALL & LEGISLATIVE RECEPTION

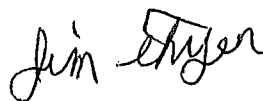
THURSDAY, JANUARY 12

7:30 AM

GALLERY A-B-C: SOUTH DAKOTA LEGISLATURE OPEN FORUM BREAKFAST

The early bird registration fee for the Annual Technical Conference is \$275.00, which includes the Legislative Reception & Exhibit Displays, Refreshment Breaks, and Awards Luncheon.

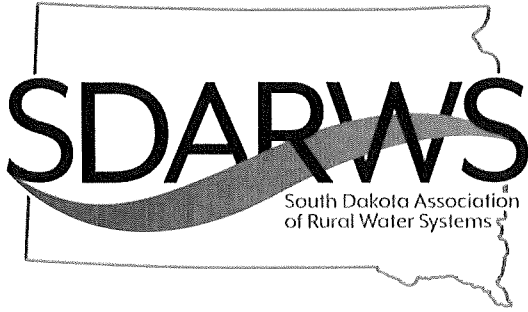
Sincerely,



Jim Thyen, Secretary
SDARWS Board of Directors

Enclosures

Section 6. Delegates – Class B Members. Class B Members shall be represented at any membership meeting of the Association by one delegate from Class B Members residing east of the Missouri River and one delegate from Class B Members residing west of the Missouri River in the State of South Dakota. The delegate for Class B Members shall be such persons currently serving on the Board of Directors as the East River Class B Director and the West River Class B Director.



MADISON
203 Center Street West
PO Box 287
Madison, SD 57042
605-556-7219

SPEARFISH
301 Seaton Circle
PO Box 815
Spearfish, SD 57783
605-642-4031

48th Annual Membership Meeting

January 11, 2023

8:15 a.m. 48th Annual Membership Meeting – Ron Gillen, President

Business Meeting:

- 1) Report of Quorum**
- 2) Reading Notice & Proof of Mailing**
- 3) Approval of Minutes of 2022 Annual Meeting**
- 4) Report of President**
- 5) Report of Government Relations Committee (PAC), Larry Wasland, Chairman**
- 6) Report of NRWA**
- 7) Report of Treasurer**
- 8) Report of Executive Director**
 - a) Year in Review**
- 9) Resolutions**
- 10) Election of State Association Directors**
- 11) New Business**
 - a) Bylaw amendment**
- 12) Questions & Answers**

9:45 a.m. Adjourn

PROPOSED REVISIONS TO BY-LAWS OF SOUTH DAKOTA ASSOCIATION OF RURAL WATER SYSTEMS, INC.

#1

ARTICLE VI.

Officers

Section 1. Number. The officers of the Association shall be a President, Vice-President, Secretary, Treasurer and such other officers as may be determined by the Board of Directors from time to time.

Section 2. Nomination, Election and Term of Office. At the June Board Meeting, the President, subject to approval by the Board, shall appoint five (5) Directors to serve as a Nominating Committee for the selection of candidates for the offices of President, Secretary, and for the office of Director of the National Rural Water Association in odd numbered years and for the offices of Vice President and Treasurer in even numbered years. The Nominating Committee shall select at least one (1) candidate for each office and is encouraged to select two or more candidates for each office. The Nominating Committee shall determine in advance that said candidate(s) are willing to serve in said capacity if elected. The nominees shall be presented to the Board at the Spring (March or April) Board Meeting. ~~Nominations may also be made from the floor.~~ The Board shall thereafter elect the candidate of their choice to each office by secret written ballot if there is a contest, and if not, by voice vote. Board members attending remotely may vote electronically in accordance with the instructions of the person presiding. There shall be a separate balloting conducted for each office. A majority of votes cast will be required for election. If a candidate fails to receive a majority of votes cast, a runoff election consisting of the candidates who received the most votes shall be conducted. The terms of the President, Vice-President, Secretary, Treasurer, and Director of the National Rural Water Association shall be for a two (2) year term and said officers shall hold office until their successors shall be elected and qualified. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

#2

ARTICLE VII.

Committees

Section 1. Executive Committee. The officers of the Association, ~~the immediate past President~~ and the Director of the National Rural Water Association, shall constitute the Executive Committee and shall be given only such powers and authority as are delegated to them from time to time by the Board of Directors.

*Please call our office at 605-556-7219 to request a full version of the SDARWS By-Laws.

PROPOSED REVISIONS TO RESOLUTIONS OF SOUTH DAKOTA ASSOCIATION OF RURAL WATER SYSTEMS, INC.

2011 - 001

RESOLUTION OF SUPPORT FOR THE LEWIS & CLARK REGIONAL WATER SYSTEM

WHEREAS: the Lewis & Clark Regional Water System is a critically needed project to improve the quality of life for over 3500,000 people in the tristate region (South Dakota, Iowa and Minnesota) by providing quality and plentiful drinking water and by expanding economic development opportunities; and

WHEREAS: the 20 member cities and rural water systems have shown their strong support by pre-paying 100 percent of their cost share of the project, totaling \$109.7 million, in several cases a decade or more before expecting to receive a drop of water; and

WHEREAS: the States of South Dakota, Iowa and Minnesota have shown their strong support by pre-paying 100 percent of their cost share of the project, totaling \$44.3 million; and

WHEREAS: to keep construction moving forward, the States of South Dakota, Minnesota and Iowa have provided unsecured advances on Lewis & Clark's expected future federal funding totaling \$8.7 million, \$44 million and \$7 million respectively; and

WHEREAS: as authorized in P.L. 106-246, the federal government's remaining cost share is \$148.79.383 million as of September 2021~~0~~, which is indexed annually for inflation; and

~~WHEREAS: inadequate funding for this vital infrastructure means the cost to the taxpayer's increases because of lost economic development opportunities and the federal government's remaining cost share is indexed annually for inflation; and~~

~~WHEREAS: based on receiving at least \$18 million a year in federal funding it is estimated the project could be completed by 2031, and if a higher level of funding is approved the project could be completed within five years; and~~

WHEREAS: the pre-payment funds by the members and states have been fully utilized, so the construction schedule is entirely dependent upon future federal funding; and

WHEREAS: in addition to keeping costs down for the taxpayers, the timely completion of the project is very important, so the member cities and rural water systems have access to a critically needed water supply that will allow the tristate region to continue to grow, thereby benefitting the regional and national economy, as well as creating jobs during construction:

BE IT RESOLVED: that the South Dakota Association of Rural Water Systems supports Lewis & Clark's state and federal appropriation efforts and urges the Biden Administration and tristate congressional delegation to secure \$12 million in the FY23 Appropriations Bill additional federal appropriations in the current and future budgets to assist with continued project construction activities at a level of at least \$18 million a year, and a higher level if possible..

*Please call our office at 605-556-7219 to request a full version of the SDARWS Resolutions.

ATC 2023

South Dakota Association of Rural Water Systems ANNUAL TECHNICAL CONFERENCE

NEW FOR 2023!

The **AWARDS BANQUET** is now on Tuesday, January 10 @ 12:00 PM, followed by Keynote Holly Hoffman in Gallery A-B-C.

ULTIMATE METER CHALLENGE - How fast can you assemble a working water meter? Fastest times win prizes!

Thursday's **LEGISLATIVE OPEN FORUM** now includes a sit-down breakfast @ 7:30 AM.

REGISTER ONLINE!

Register by December 16, 2022 and save \$25 off your registration or \$50 off your booth. You can register online at sdarws.com/ATC.html

CLIENT MEETING ROOMS

We have a limited number of rooms available for client meetings. Call 605-556-7219 to reserve.

HOTEL INFORMATION

DAYS INN – 605-224-0411
GOVERNOR'S INN – 605-224-4200
HOLIDAY INN EXPRESS – 605-223-9045
BAYMONT INN & SUITES – 605-224-4140



JANUARY 10-12, 2022

PIERRE RAMKOTA HOTEL & CONVENTION CENTER

PREMIER ATC SPONSOR



REGISTER ONLINE: sdarws.com/ATC.html

DOES YOUR SYSTEM HAVE THE BEST WATER IN SOUTH DAKOTA?

ENTER THE SD RURAL WATER
TASTE TEST CONTEST AT THE 2023 ATC!



RULES:

- Bring your sample to the ATC registration table by 2:00 PM on Tuesday, January 10th.
- Samples must be submitted in a glass jar quart size or larger labeled with your system name.
- No water system can represent more than one entry from their system.
- Systems submitting samples must be members of SDARWS and meet DANR approval by having no violations of bacteriological testing or chemical monitoring for two years prior to the Taste Test.

JUDGING CRITERIA:

A panel of judges will be selected to choose the winners. Judges will consider:

- Taste
- Clarity
- Odor

PRIZES:

First place will represent all of South Dakota in the National Drinking Water Taste Test in Washington, DC in February 2024, an art-glass trophy, two Full-Conference registration passes for the 2024 Annual Technical Conference, recognition in ServiceLine magazine, and bragging rights for the next year!

Holly Hoffman

2023 ATC KEYNOTE SPEAKER



**SEE
HOLLY
LIVE!**
TUESDAY, JAN. 10TH
KEYNOTE: 1:00 PM
BREAKOUT: 3:00 PM

Holly Hoffman was the last remaining member of the Espada Tribe and the last woman standing on Season 21 of CBS' hit reality show "Survivor: Nicaragua." Through that experience, and others throughout her life, Holly was inspired to share her message of survival.

A professional motivational speaker and the author of "Your Winner Within" and "Write Yourself a Note," Holly acknowledges that life is made up of challenges, and we are oftentimes faced with situations that seem insurmountable. But within each of us is an ability to focus our thoughts, emotions, and energy to succeed – if only we have the knowledge, tools, and discipline to do so.

A native of South Dakota, Holly's writing and speaking not only offer encouragement and optimism but a roadmap for self-discovery and spiritual enlightenment. Readers and audience members alike walk away inspired to light the fire of successful living within themselves.

Today, Holly is a member of the National Speaker's Association, a recipient of the Certified Speaking Professional designation, and travels across the country and internationally speaking to a wide variety of corporations, associations, universities, schools and women's organizations. Holly inspires her audiences to take opportunities and focus on faith, attitude, determination, confidence, desire and perseverance.

CITY OF PIERRE WATER TREATMENT PLANT TOURS



WEDNESDAY,
JANUARY 11TH
AE2S

Three tours available. Sign up at the AE2S booth. Tours are limited to the first 20 participants. Attendees will be walking from the Ramkota to the facility.

ATTENDEE INFORMATION

MEMBER REGISTRATION

FULL CONFERENCE: \$275 (Early Bird) | \$300 after 12/16/22
TUESDAY ONLY: \$155 (Early Bird) | \$180 after 12/16/22
WEDNESDAY ONLY: \$205 (Early Bird) | \$230 after 12/16/22
AWARDS BANQUET: \$30 (Early Bird) | \$35 after 12/16/22
SPOUSE: \$20 (Early Bird) | \$25 after 12/16/22

NON-MEMBER REGISTRATION

FULL CONFERENCE: \$365 (Early Bird) | \$390 after 12/16/22
TUESDAY ONLY: \$230 (Early Bird) | \$255 after 12/16/22
WEDNESDAY ONLY: \$300 (Early Bird) | \$325 after 12/16/22
AWARDS BANQUET: \$35 (Early Bird) | \$40 after 12/16/22

EXHIBITOR INFORMATION

HALLWAY BOOTH

(Tuesday & Wednesday)

\$550 Early Bird | \$600 after 12/16/22

HALLWAY BOOTH SCHEDULE

Setup: Tuesday, January 10th – 9:00am - 12:00pm

Exhibit: Tuesday, January 10th – 12:00pm - 5:00pm; Wednesday, January 12th – 7:30am - 5:00pm with the option to stay up until 8:00pm in Hallway, or move to Exhibit Hall by 4:00pm if space allows

Tear Down: Wednesday, January 11th – 5:00pm (Hallway Only) – 9:00pm (Exhibit Hall)

EXHIBIT HALL BOOTH

(Wednesday Only)

\$450 Early Bird | \$500 after 12/16/22

EXHIBIT HALL BOOTH SCHEDULE

Setup: Wednesday, January 11 – 9:30am - 1:30pm

Exhibit: Wednesday, January 11 – 4:00pm - 8:00pm

Tear Down: Wednesday, January 11 – 8:15pm - 9:00pm

Every booth comes with full conference registrations for two individuals.

Corporate Partners have the option of a second booth. Please call 605-556-7219 with questions.

PIERRE RAMKOTA HOTEL & CONVENTION CENTER

920 WEST SIOUX AVENUE • PIERRE, SOUTH DAKOTA

FOR MORE INFORMATION, VISIT:

sdarws.com/atc.html



JANUARY 10-12, 2023 | RAMKOTA HOTEL
920 W. SIOUX AVENUE, PIERRE, SOUTH DAKOTA

TUESDAY

8 AM - 4 PM REGISTRATION DESK OPEN
8 AM - 2 PM WATER TASTE TEST REGISTRATION
8 AM - 4 PM WATER PAC RAFFLE - LOBBY AREA

10:00 AM

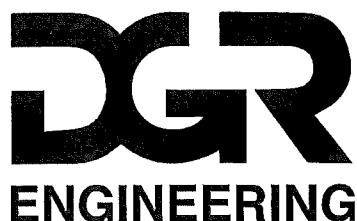
GALLERY D-E CATCH LEAKS BEFORE THEY CATCH YOU!
- Jo-El Moore, Kamstrup Water Metering LLC
GALLERY F MONOFORM+
- Ryan Horn, HK Solutions Group
GALLERY G CERTIFIED STENNER TECHNICIAN SERVICE
REPAIR TRAINING
- Mike Pontrelli, Stenner Pump Company

10:45 AM

GALLERY D-E THE EVOLUTION OF UTILITY LOCATING, TRACER
WIRE SPECIFICATIONS, PRODUCTS
- Joe Rubbelke, Utility Logic
GALLERY F CAPTURING SEDIMENT ON THE GO, ENABLING
CLEAN WATER TO FLOW
- Corydon J. Coppola, CPESC, Flo Water LLC
GALLERY G CERTIFIED STENNER TECHNICIAN SERVICE
REPAIR TRAINING
- Mike Pontrelli, Stenner Pump Company

12:00 PM

GALLERY A-B-C AWARDS LUNCHEON



**AWARDS
LUNCHEON
SPONSOR**

**Bartlett
& West**

**EDUCATIONAL
SESSIONS
SPONSOR**

1:00 PM

GALLERY A-B-C KEYNOTE ADDRESS
- Holly Hoffman

2:30 PM - BREAK TABLE

3:00 PM

GALLERY D-E WATER SERVICE LATERAL FITTINGS AND METER
APPURTENANCES
- Calvin Williams, A.Y. McDonald Mfg. Co.
GALLERY F WASTEWATER EFFLUENT MONITORING AND
LIMITATIONS OF DISSOLVED SOLIDS
- Rachel Kloos, ISG
GALLERY G WHAT'S THE RIGHT SCADA SOLUTION FOR
YOUR SYSTEM
- Damon Chmela, PE, AE2S
LEWIS & CLARK WHEN DEMAND EXCEEDS AVAILABILITY: WHERE
WILL THE EXTRA WATER COME FROM?
- Jay Gilbertson, East Dakota WDD
AMP. II KEYNOTE BREAKOUT
- Holly Hoffman

3:45 PM

GALLERY D-E THE IMPORTANCE OF LARGE METER HEALTH
- Kati Kocdemir, Olea Edge Analytics
GALLERY F MAGNETIC ION EXCHANGE SYSTEMS PRE-
TREATMENT
- Craig Steve, IXOM Watercare
GALLERY G THE COST OF DOING NOTHING
- Dewey Prinzing, KLM Engineering

This schedule is tentative and subject to change.

WEDNESDAY

- 8 AM - 4 PM REGISTRATION DESK OPEN
8 AM - 7 PM WATER PAC RAFFLE - LOBBY AREA
8 AM - 3 PM METER CHALLENGE PRELIMINARIES - SDARWS BOOTH

8:00 AM

- LEWIS & CLARK WATER SYSTEM SUSTAINABILITY & IMPACTS ON AFFORDABILITY
- Jared Huibregtse, Bartlett & West
- L. FRANCIS CASE CMAR PROJECT DELIVERY
- Darin Pfingsten, PKG
- AMP II IMPORTANCE OF EFFICIENTLY, AND EFFECTIVELY, METERING WATER SYSTEMS WITH NEW AND DIFFERENT TECHNOLOGIES
- Matt Kosorok, Metron-Farnier Smart Water Meters

8:15 AM

- AMP I 48TH ANNUAL MEMBERSHIP MEETING
This is the Official Membership Meeting of the South Dakota Association of Rural Water Systems. Delegates and Alternates are encouraged to attend. Pre-Assigned seating arrangements have been reserved based on the number of voting members per system.

8:45 AM

- LEWIS & CLARK AMMONIA AND MANGANESE - WHAT NOW?
- Julie Sievers, ISG
- L. FRANCIS CASE TOWERS
- Chad Edwards, Maguire Iron
- AMP II TRANSITION FROM WELL WATER TO TREATED SURFACE WATER - PIERRE CASE STUDY
- Delvin DeBoer, AE2S

9:30 AM - BUTLER CAT BREAK TABLE

10:00 AM

- LEWIS & CLARK REGULATORY UPDATE
- State Plumbing Commission
- L. FRANCIS CASE METERS
- Farrell Anderson, Metering & Technology
- AMP I RURAL WATER CENTER ANNUAL MEETING
This is the Official Membership Meeting for Rural Water Center
- AMP II CYBER SECURITY FOR WATER & WASTEWATER
- Anthony Bramante, In Control, Inc.

10:45 AM

- LEWIS & CLARK SD GROWTH - LET'S DO IT RIGHT
- Terry Wright, ISG
- L. FRANCIS CASE OVERVIEW OF WATERSMART
- Michelle de Leon, US Bureau of Reclamation
- AMP II FUNDING CAPITAL RENEWAL - WHY IT'S NOT JUST ABOUT FUNDING RESERVES
- Miranda Kleven, AE2S

1:00 PM

- LEWIS & CLARK ISO CREDIT SUPPLY SYSTEMS
- Randy Downs & Rob Holso, Verisk
- L. FRANCIS CASE EARTHTEC QZ FOR MUSSEL CONTROL IN ST. PAUL, MINNESOTA
- Paul J. Besenti, Earth Science Labs/EarthTec
- AMP I LEGISLATIVE PANEL
- Staff of Senator Thune, Senator Rounds, and Representative Johnson
- AMP II SRF UPDATE
- Mike Perkovich, DANR

1:45 PM

- LEWIS & CLARK IMPACTS OF DROUGHT ON RURAL WATER SYSTEMS
- Banner Associates
- L. FRANCIS CASE CASE STUDY: FOUR CORNERS FOG & FOAM CONTROL
- Lewis Titus, Titus Wastewater Solutions, Inc.

2:30 PM - BREAK TABLE

3:00 PM

- L. FRANCIS CASE VERSATILITY OF FLOATING AERATORS
- Lewis Titus, Titus Wastewater Solutions, Inc.
- AMP I LEGISLATIVE PREVIEW, NRWA RALLY ORIENTATION
- SDARWS
- AMP II SDWARN UPDATE
- Barb Friedeman, SDWARN Board

EXHIBIT HALL SCHEDULE

- 4:00 PM EXHIBIT HALL & LEGISLATIVE RECEPTION OPENS
4:30 PM METER CHALLENGE FINALS
7:30 PM RURAL WATER TASTE TEST FINALS
7:45 PM WATERPAC WINNERS ANNOUNCED

THURSDAY

7:30 AM

- GALLERY A-B-C SD LEGISLATURE OPEN FORUM BREAKFAST

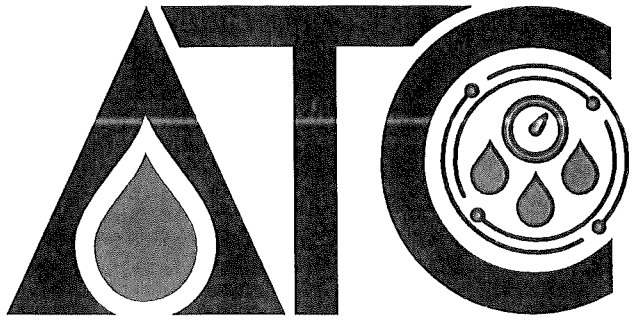
SPOUSE ACTIVITIES

WEDNESDAY

RAMKOTA COURTYARD

- 8 AM - 10 AM CONTINENTAL BREAKFAST
11 AM - 1 PM SOUP/SANDWICH LUNCHEON

FOR MORE INFO ON WHAT TO DO/SEE IN PIERRE VISIT
THE CHAMBER OF COMMERCE DIGITAL VISITOR CENTER
pierre.org/visit-pierre/digital-visitor-center/



First Annual
**WATER METER
CHALLENGE**

WEDNESDAY, JANUARY 11

HOW FAST CAN YOU ACCURATELY ASSEMBLE A WORKING METER?

COMPETE FOR CASH & PRIZES!

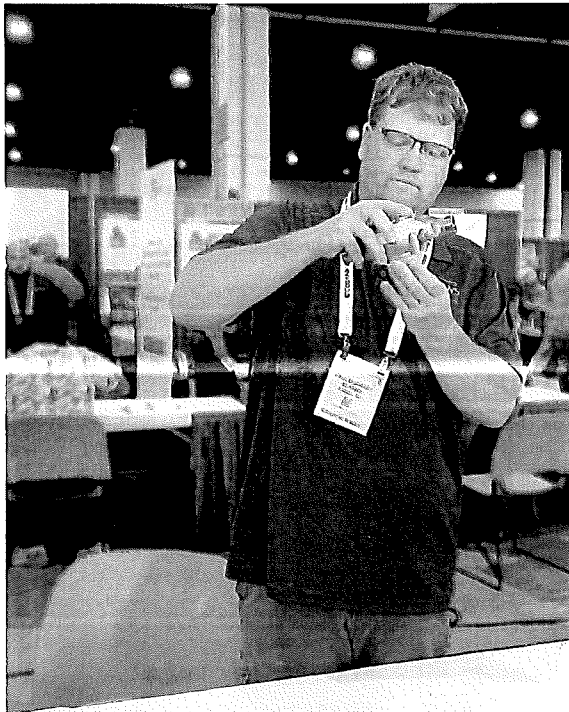
This competition is to test and measure how quickly, totally, and accurately you can assemble a working meter. All parts will be assembled to the diagram given, meter will be tested for leaks, meter will be disassembled to ensure proper assembly.

There is no cost to participate.

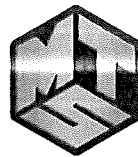
Timed trials will take place on Wednesday, January 11th from 8:00 AM - 3:00 PM at the SD Rural Water Booth.

The top 9 finalists will compete at 4:30 PM in the Exhibit Hall.

A full list of rules can be found at sdarws.com/meterchallenge



*Thank you to
our sponsors!*



**METERING AND
TECHNOLOGY
SOLUTIONS**

FERGUSON
WATERWORKS

MUELLER

FYI



222 East Capitol Avenue, Suite 8 • PO Box 1098 • Pierre, SD 57501
Toll-Free (888) 605-SDRS • Phone (605) 773-3731
Fax (605) 773-3949 • sdrs.sd.gov

MEMO

TO: AUTHORIZED AGENTS FOR CLASS B PUBLIC SAFETY EMPLOYEES

FROM: TRAVIS ALMOND, EXECUTIVE DIRECTOR

SUBJECT: 2023 ELECTION FOR A CLASS B PUBLIC SAFETY EMPLOYEE
REPRESENTATIVE TO THE SDRS BOARD OF TRUSTEES

DATE: DECEMBER 9, 2022

In June of 2023, an election will be held to select a Class B public safety employee representative to the SDRS Board of Trustees. The four-year term will begin July 1, 2023.

Please post the enclosed "Election Notice" in a prominent place where it can be seen by all Class B public safety employees.

Additional Nominating Petition forms can be obtained from our office.

All Nominating Petitions must be completed and filed in the office of the Executive Director of the South Dakota Retirement System by 5:00 p.m. Central Time on February 23, 2023. Petitions received later will not be considered.

To inform the voters about the candidates, a special Election Issue of Outlook is prepared and mailed with the ballots. Candidates who would like information about themselves included in Outlook should submit the following with their petitions:

- *Recent photo and
- *Typewritten (200 words) biographical sketch and/or statement of candidacy.

The biographical sketch and/or statement of candidacy will be printed without editing provided the total word count, excluding articles, does not exceed 200 words.

Please feel free to contact Dawn Smith at 773-4596 if you have any questions.

Thank you.

TWA:dms

Enclosures

SOUTH DAKOTA RETIREMENT SYSTEM
222 East Capitol Pierre, SD 57501

ELECTION NOTICE

MEMBERS OF THE SOUTH DAKOTA RETIREMENT SYSTEM

Nominations for a Class B public safety employee representative on the South Dakota Retirement System Board of Trustees, for the four-year term beginning July 1, 2023, will be received by the executive director, pursuant to rules adopted in accordance with the provisions of SDCL 3-12C-204.

Nominations of a candidate must be made by petition subject to the following conditions:

- ◆ Signed by at least twenty members from the same group as the candidate (*Class B public safety members*);
- ◆ Petitions may be signed only by currently contributing and terminated vested members; and
- ◆ Petitions shall be on file in the executive director's office no later than 5:00 p.m. Central Time on February 23, 2023.

Petition forms may be secured from the South Dakota Retirement System, PO Box 1098, 222 East Capitol, Pierre, SD 57501-1098.

To inform the voters about the candidates, a special Election Issue of Outlook is prepared and mailed with the ballots. Candidates who would like information about themselves included in Outlook should submit the following with their petitions:

- ◆ Recent photo and
- ◆ Typewritten (*200 words*) biographical sketch and/or statement of candidacy.

The biographical sketch and/or statement of candidacy will be printed without editing provided the total word count, excluding articles, does not exceed 200 words.

Travis W. Almond
Executive Director

PLEASE POST IN A CONSPICUOUS PLACE